Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
Relay Colorado 711
303-795-4630 Audio Agenda Line

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Public Meeting

October 4, 2016
9:30 A.M.

The Board of County Commissioners holds its weekly Public Hearing at 9:30 a.m. on Tuesdays. Public Hearings are open to the public and items for discussion are included on this agenda. Items listed on the consent agenda are adopted with one vote. Items listed under regular business are considered separately. Agendas are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

AGENDA

1. **CALL TO ORDER**
   Arapahoe County Board of County Commissioners

2. **INTRODUCTION**
   Ron Carl, County Attorney
   Joleen Sanchez, Asst. Clerk to the Board

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **MODIFICATION TO THE AGENDA**

6. **ADOPTION OF THE AGENDA**

7. **APPROVAL OF THE MINUTES**

8. **CITIZEN COMMENT PERIOD**
   Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

9. **CONSENT AGENDA**

   9.a. **Abatement (1 Resolution)**
   Adoption of a resolution approving the recommendations of the Assessor on the

listed abatements

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents:

10-4-16.DOC
KAREN TABLE 10-4-16.XLSX
SAMPLE ABATEMENT APPROVAL KST.DOC

9.b. **Agreement Body Worn Cameras**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign an agreement for services with Enforcement Video, LLC, dba WatchGuard Video, for the purchase of Watch Guard Vista body worn cameras, accessories and all software and services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video VISTA HD Wearable Camera System and Evidence Library software, pursuant to the terms contained therein

Olga Fujaros, Budget and Logistics Manager, Sheriff's Office
Vince Line, Detention Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

VERSION 2 BOARD SUMMARY REPORT - BODY WORN CAMERAS 2016 1.DOCX
RESO -BODY WORN CAMERA.DOCX
AGREEMENT FOR SERVICE - ACG WATCHGUARD.PDF

9.c. **Agreement Extension with Correct Care Recovery Solutions**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Extension of the Agreement Regarding the Use of the Arapahoe County Sheriff's Office Detention Facility for a Restoration to Competency Program for Individuals Found Incompetent to Stand Trial, pursuant to the terms contained therein

Olga Fujaros, Budget and Logistics Manager, Sheriff's Office
Vince Line, Detention Bureau Chief, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

2016-2017 BSR FOR RISE EXTENSION 9.20.16.PDF
2016-2017 RISE CONTRACT EXTENSION LETTER.DOCX

9.d. **Authorization for Legal Representation; Banks v. Colorado, et al.**

Adoption of a resolution authorizing legal defense and indemnification for a couple of current employees of the Arapahoe County Sheriff's Office named in a civil lawsuit in the Arapahoe County District Court, Torrey Banks v. State of Colorado, et al., Case No. 16cv412, and in the U.S. District Court, Case No. 16-cv-01725-GPG

Benjamin Swartzendruber, Assistant County Attorney
Ron Carl, Deputy County Attorney

Documents:

BSR RE INDEMNIFICATION BANKS LITIGATION 10-4-16.DOC
DRAFT RESO BANKS LITIGATION.DOCX

9.e. **Board of Assessment Appeals (1 Resolution)**

Adoption of a resolution approving stipulations which resulted from agreements reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, pursuant to the terms contained therein

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents:

10 OCTOBER 4, 2016.DOC
SAMPLE BAA RESOLUTION.DOC

9.f. **Centurylink Utility Easement Extension at Wayside Park**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Utility Easement Agreement with Centurylink for its easement located at Wayside Park, pursuant to the terms contained therein

Roger Harvey, Planning Adminstrator, Open Spaces
Shannon Carter, Director, Open Spaces and Intergovernmental Relations
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

BSR CONSENT CENTURYLINK UTILITY EASEMENT EXT 9-20-16 V2.DOC
CENTURYLINK EASMENT AGREEMENT 9-21-16.PDF

9.g. **Intergovernmental Agreement (IGA) Employment First Program**

Adoption of a resolution authorizing Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) by and between the Douglas County Department of Human Services and Arapahoe County on behalf of A/D Works! as part of the Employment First Program to provide job search and job placement services to Douglas County residents, pursuant to the terms contained therein

Najwa Khalaf, CRD/A/D Works! Talent Enhancement Manager, Community Resources
Kelly Folks, Arapahoe/Douglas Works! Acting Division Manager, Community Resources
Don Klemme, Director, Community Resources
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents:

16 BSR DOUGLAS COUNTY IGA EMPLOYMENT FIRST-CONSENT AGENDA FINAL.DOC

ADW EMP FIRST IGA FFY1617 9_13_16 V1.DOCX

9.h. **Qualifying Senior Citizen Property Tax Exemption (1 Resolution)**

Adoption of a resolution approving the Board of Equalization Qualifying Senior Citizen Property Tax Exemption decision as recommended by an appointed independent referee

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents:

BSR SENIOR EXEMPT.DOC
DRAFT RESOLUTION.DOCX

9.i. **Select Source Procurement Waiver - CentrePoint Plaza Mechanical Equipment Repairs**

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign a waiver of the Arapahoe County Purchasing Policies for a select source procurement with Legacy Mechanical, Incorporated to replace hail damaged mechanical equipment at the CentrePoint Plaza facility

Dick Hawes, Director, Facilities and Fleet Management
Keith Ashby, Purchasing Manager, Finance
Cathy Lutzkanin, Risk Manager
John Christofferson, Deputy County Attorney

Documents:

CONSENT COVER - CPT RTU SELECT SOURCE PROCUREMENT WAIVER.DOC
DRAFT RESOLUTION - CPT RTU PROCUREMENTWAIVER _ SELECT SOURCE.DOCX

10. **GENERAL BUSINESS ITEMS**

10.a. ***PUBLIC HEARING - Arapahoe County Updated 2016 Americans with Disabilities Act Transition Plan**

Consideration of a resolution to adopt the County's Updated 2016 ADA Transition Plan

Presenter - Dan Perkins, Senior Assistant County Attorney
Ron Carl, County Attorney

Documents:

BSR - UPDATED ADA TRANSITION PLAN - GB ITEM 10-4-16.DOC
PROPOSED MOTION - ADA TRANSITION PLAN.DOCX
2016-08-31 - ARAPAHOE COUNTY UPDATED TRANSITION PLAN (FINAL WORKING COPY).PDF
ADA TRANSITION PLAN RESOLUTION.DOC

11. **COMMISSIONER COMMENTS**

***Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the "General Business" agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

Arapahoe County is committed to making its public meetings accessible to persons with disabilities.
Assisted listening devices are available. Ask any staff member and we will provide one for you.
If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay Colorado 711.
Please contact our office at least 3 days in advance to make arrangements.

Board Summary Report

Date: **September 23, 2016**

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Abatements

Request and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatements.

Background

These abatements were filed by petitioners and approved the Assessor's Office. C.R.S. 39-1-113(1) states. . . "no decision on any petition regarding abatements or refund of taxes shall be made unless a hearing is had thereon. . ."

Discussion

Attached

Alternatives:

None

Fiscal Impact

A decrease in the taxes collected on approval abatements.

Concurrence

The Assessor and County Attorney support these recommendations.

Reviewed by:

Karen Thompsen, Paralegal
Ron Carl, County Attorney

NAME	PARCEL NUMBER	YEAR	REFUND	REASON
Hailu Guremess	1975-33-3-06-001	2015	$72.19	Information received from the property owner, after the original value was placed on the property, resulted in a rduction to that property's value.
David M. Ainsworth	2073-36-4-16-008	2015	$959.59	Information received from the property owner, after the original value was placed on the property, resulted in a rduction to that property's value.
Elaina Price	2077-16-4-06-012	2015	$275.35	Information received from the property owner, after the original value was placed on the property, resulted in a rduction to that property's value.
Aklilu Shishay	2077-35-3-69-001	2015	$231.18	Information received from the property owner, after the original value was placed on the property, resulted in a rduction to that property's value.
Roy G. Maddox	1975-32-4-03-008	2015	$54.87	Information received from the property owner, after the original value was placed on the property, resulted in a rduction to that property's value.

when the following proceedings, among others, were had and done to-wit:

RESOLUTION NO. 160XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2016; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petitions listed below, presented this date to the Board and relating to the schedule numbers set forth therein, shall be and are hereby granted, the recommendations of the Assessor are hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year	Refund

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.

ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesheriff.org
sheriff@arapahoegov.com

Board Summary Report

Date: August 16, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: Agreement for Services with Enforcement Video, LLC dba WatchGuard Video

Request and Recommendation

The Arapahoe County Sheriff's Office (ACSO) requests the Board of County Commissioners to sign an agreement for services with Enforcement Video, LLC dba WatchGuard Video, for the purchase of Watch Guard Vista body worn cameras, accessories and all software and services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video VISTA HD Wearable Camera System and Evidence Library software.

Background

The ACSO 2016 approved budget included a budget package for body worn cameras, accessories and storage.

Discussion

During the 2016 budget preparation and budget package submittal process, ACSO had to use estimates for cameras accessories and data storage based on the best information available. After a thorough analysis and testing process with ACSO and Arapahoe County Information Technology, the product selected for this project was the Watch Guard Vista camera. The quote provided by Watch Guard for the cameras, accessories and software related expenses came in above the estimate used for the budget package. ACSO will request an additional $60,000 from the forfeiture fund board for this project.

Alternatives

The alternative would be to not sign this agreement and renew the search for a different vendor. During the project analysis and testing, ACSO and Information Technology staff were unable to identify a vendor

to provide a quality product for less than the Watch Guard quote. In fact, many vendors would be two to three times higher in price for a comparable product.

Fiscal Impact

The 2016 budget secured $207,061 for the project. An additional $60,000 will be requested by the Sheriff's Office from forfeiture funds. Should this request be denied, $19,200.00 will be funded from 107040995 54402 and the remaining $40,800 will be transferred from 147040015 54403.

Concurrence

The Sheriff's Office Administration and the Public Safety Bureau are in concurrence with this recommendation.

Reviewed By

Olga Fujaros, Budget & Logistics Manager
Glenn Thompson, Public Safety Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to sign an agreement for services with Enforcement Video, LLC dba WatchGuard Video, for the purchase of Watch Guard Vista body worn cameras, accessories and all software and services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video VISTA HD Wearable Camera System and Evidence Library software, pursuant to the terms contained therein.

The vote was

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

AGREEMENT FOR SERVICES

Project Number or Name: Body Worn Camera

THIS AGREEMENT is entered into as of the 11th day of August, 2016 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Enforcement Video, LLC dba WatchGuard Video (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records

which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Ethical Principles and Guidelines.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

(1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, it its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

(4) The Contractor shall not use the e-verify or Department programs to undertake preemployment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

(8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) Commercial General Liability: The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Waiver of Subrogation
- Severability of Interests Provision

Additional Insured Endorsement (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection Minimum Limits:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

G. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. **Insurance Certificates.**

A. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the County and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 1/28/14)

CONTRACTOR :

By: _____
(signature)

Title: Vice President of Sales

Signed this 17th day of August, 2016

State of Colorado)
County of _____)

Subscribed and sworn to before me this 17th day of August, 2016

by Jason Stuczynski.

My commission expires 04.14.2020

Robbie L Lee
Notary Public

ROBBIE LYNN LEE
Notary Public, State of Texas
Comm. Expires 04-14-2020
Notary ID 10673032

SEAL

ATTEST: Clerk to the Board

_____

Date:_____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

EXHIBIT A to Agreement between the County and Enforcement Video, LLC dba WatchGuard Video.
Project Number or Name: Body Worn Camera.

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

The Contractor will provide to the County software & services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video VISTA HD Wearable Camera System and Evidence Library software.

Table 1 lists the work required to complete a successful installation. The "Reference Number" column represents the line item in which each party is responsible. If an "X" is listed under the "WGV" column then the Contractor is responsible for that particular task. If an "X" is listed under the "Agency" column, then the County is responsible for that particular task.

Table 1. Work Breakdown Structure

Reference Number	*WGV*	*Agency*	*Short Description*
SVR-01		X	**Installation of server in Equipment Rack**
SVR-02		X	Provide a suitable Rack
SVR-03		X	Mounting or Racking the Server
SVR-04		X	Connecting the server (Power (connector), KVM, Network Cabling and switches, JBOD, UPS)
SVR-05		X	**Provide a physical or Virtual Server that meets the specified Server Requirements**
SVR-06		X	**Installation and configuration of Windows Operating System and disk storage systems**
SVR-07		X	Provide Operating System License
SVR-08		X	Install and configure Operating System (Includes current patches)
SVR-09		X	Setup and perform backups
SVR-10		X	Setup recommended disk configuration
SVR-11		X	Install and configure for remote access
SQL-01		X	**Installation of Microsoft SQL Server**
SQL-02		X	Provide SQL Server Licenses
SQL-03		X	Install and configure SQL Server
SQL-04		X	SQL Backup and Maintenance plan
SQL-05		X	Setup SQL Instance (if shared database server),
EL-01	X		**Installing and configuration of Evidence Library**
EL-02	X		Install and configure Base Software
EL-03		X	Add Security Groups
EL-04		X	Configure Evidence Library
EL-05	N/A	N/A	Install and configure Upload Servers (if used)
EL-06	X		**Installation of Evidence Library Clients on Agency's computers**
EL-07		X	Provide client computers that meet client Hardware and Software requirements.
EL-08		X	Connect computers to Agency Network and Active Directory Domain
VISTA-01	X		**Configuring available VISTA cameras**

VISTA-02	X		Create Configuration
VISTA-03	X		Configure Each VISTA camera
TEST-01	X		**Finish Testing Function of WatchGuard system**
TEST-02	X		Complete Test checklist
TRAIN-01	X		**Training**
TRAIN-02	X		VISTA End User Training (Officers)
TRAIN-03	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-04	X		Evidence Library Administrative Training
Go Live-01	X	X	**Go-Live Support**
Close-01	X	X	**Project Sign-Off**

In the event of any conflicts between this Agreement and any attached or incorporated documents, this Agreement shall control.

2. **Time of Performance.** The services of the Contractor shall commence (choose one):

☒ As of the date of this Agreement.

☐ As specified in a Notice to Proceed to be provided by the County.

☐ As of the following date: .

The services of the Contractor shall be completed, or shall end, by December 31st, 2019.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

☐ Lump sum due upon completion: .

☐ Hourly rate of (to be billed monthly).

☒ Other: Contractor will demonstrate to the County through testing and demonstrations, that the VISTA solution, and all its related components and software, are fully functional and representative of the products and services represented by WatchGuard Video. The Contractor represents that it has the skills to perform the services required, and will invoice the County according to the VISTA Price Estimate dated - attached hereto as Exhibit B. The County will pay the Contractor within forty five (45) days upon receipt, review and approval of Contractor's invoice, detailing the Services rendered, time spent and fee. Good faith billing disputes shall not justify non-performance of any obligations under the Agreement.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed $253,810.00.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination, unless termination is for cause. If termination is for cause, notice may be given immediately prior to termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required ☒ (check box only if it is required). The required minimum amount of coverage is $1,000,000 (indicate amount only if it is required).

6. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

To the Contractor: Enforcement Video, LLC (dba WatchGuard Video)
415 Century Parkway
Allen, Texas 75013

7. **Special Conditions.**

☐ No special conditions

☒ Special Conditions are as follows:

1. **Confidentiality**. In the course of performing the Services, it is anticipated that the Contractor will learn of information that the County regards as confidential or proprietary, including but not limited to, the nature of services, evidence and data relating to evidence, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information the County receives from third parties (collectively, "Confidential Information"). The Contractor shall hold such Confidential Information in strictest confidence and shall exercise at least the same degree of care as it uses with its own most valuable information (but in no event less than reasonable care) to safeguard the confidentiality of the Confidential Information; and except as provided in this Agreement, the Confidential Information shall not be used, duplicated or in any way disclosed to others in whole or in part without the prior express written permission of Disclosing Party. If Confidential Information is inadvertently disclosed by Contractor, Contractor will immediately notify the County and will work with the County to remedy the breach.

2. The Contractor's response to the Houston-Galveston Area Council Response to Bid No: EF04-15 is incorporated herein by this reference.

3. The Evidence Library Software and Maintenance Plan is attached hereto and incorporated herein as Exhibit C.

EXHIBIT B to Agreement between the County and Enforcement Video, LLC dba WatchGuard Video.
Project Number or Name: Body Worn Camera

WATCHGUARD 4RE/VISTA PRICE QUOTE
(Attached)

4RE/VISTA Price Quote

CUSTOMER: Arapahoe County Sheriff's Office

ISSUED: 8/5/2016 10:35 AM

EXPIRATION: 9/5/2016 5:00 AM

TOTAL PROJECT ESTIMATED AT: $253,810.00

ATTENTION: Marsha Adams

SALES CONTACT: Kevin Peoples

PHONE: 720-874-3759

DIRECT: (214) 785-2632

E-MAIL:

E-MAIL: KPeoples@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-CAM-EXT-002	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	132.00	$895.00	$0.00	$118,140.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	10.00	$1,495.00	$0.00	$14,950.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount, Assembly (3mm posts)	3.00	$50.00	$0.00	$150.00
VIS-SHR-CLP-100	VISTA HD, Shirt Clip with Slider	5.00	$30.00	$0.00	$150.00
VIS-BLT-CLP-001	VISTA HD, Duty Belt Clip	5.00	$20.00	$0.00	$100.00
VIS-MNT-MOL-001	VISTA HD, Molle Vest Adapter Clip	23.00	$20.00	$0.00	$460.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-NOF	3 Year No-Fault Hardware and Software Maintenance Bundle	132.00	$580.00	$0.00	$76,560.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	$1,000.00	$0.00	$1,000.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	132.00	$150.00	$0.00	$19,800.00

Software Maintenance and CLOUD-Share

4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-EL4-CLD-FUL	Evidence Library 4 Web CLOUD - SHARE - Full for VISTA 2 Downloads per share, 2 Direct Playbacks, Allotted 48 Shares per device = 6,336 Shares in pool for year	396.00	$45.00	$0.00	$17,820.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	$2,500.00	$0.00	$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	$2,180.00	$0.00	$2,180.00
					$253,810.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	**$0.00**
Additional Quote Discount	**$0.00**
Total Amount	**$253,810.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

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EVIDENCE LIBRARY SOFTWARE MAINTENANCE PLAN

TERMS AND CONDITIONS

Your WatchGuard Software Maintenance Plan for Evidence Library (herein referred to as the "Software Maintenance Plan") is governed by these Terms and Conditions and constitutes your contract with WatchGuard as described below. Subject to these Terms and Conditions,

(i) The Software Maintenance Plan applies to all customers who signed up for an active plan with WatchGuard Video after July 1, 2015.

(ii) The Evidence Library Software ("Covered Software") first sold to an end user is guaranteed to be free defects in material and workmanship for the duration of the coverage period.

(iii) The Software Maintenance Plan provides you with access to telephone technical support and web-based support resources for the Covered Software.

(iv) The Software Maintenance Plan provides you with access to software service packs, minor software updates, major software upgrades, and 4RE/VISTA Firmware updates.

(v) The Software Maintenance Plan includes the "Basic" level of CLOUD-SHARE.

The Software Maintenance Plan can be extended beyond the first year, provided payment for the annual Software Maintenance Plan for each year is made to WatchGuard prior to the end of the Coverage Period. The Software Maintenance Plan must be carried consecutively without any lapses in yearly coverage across all purchased 4RE In-Car, and VISTA units. WatchGuard will track the serial numbers of each unit and associate coverage with the Software Maintenance Plan respectively. All 4RE In-Car, VISTA and IT related hardware is excluded under the Software Maintenance Plan.

The duration of the Software Maintenance Plan ("Coverage Period") is for the period specified by any and all paid invoices related to the purchases of Software Maintenance Plans. WatchGuard may restrict service provided under this Software Maintenance Plan to the Covered Software's original country of purchase.

All Software Maintenance plans will have a "Common" expiration date that will be determined by the expiration of the original Software Maintenance from the initial purchase invoice. The common expiration date will be the same for all units. Any additional units purchased after the initial invoice, will not have Software Maintenance extended past the common expiration date unless additional years of Software Maintenance are purchased. All units must be extended at the same time and then the new expiration date will become the common expiration date for all current and future units purchased.

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SERVICE OPTIONS:

Remote Service which includes call center, on-line chat, email, will call, and remote desktop service, is provided free of charge for the Coverage Period. In instances where remote desktop capability is accessible, WatchGuard will make every reasonable effort to provide a solution remotely.

On-Site Technical Service must be scheduled in advance and is available at a minimum daily rate. Contact WatchGuard for further information regarding rates and availability.

TECHNICAL SUPPORT

TELEPHONE AND WEB SUPPORT

During the Coverage Period WatchGuard will provide you with access to telephone technical support and web-based technical support resources. Technical support may include the launch, configuration, troubleshooting, and recovery, interpreting system error messages, and determining when hardware repairs are required. WatchGuard will provide technical support for the Covered Software including software applications that are installed by WatchGuard or an Authorized Service Center. WatchGuard will provide support for the then-current version of the software.

SUPPORT LIMITATIONS

The Software Maintenance Plan does not cover:

(i) Issues that could be resolved by upgrading the software to the then-current version.

(ii) Your use of or modification to the Covered Software in a manner for which the Covered Software is not intended to be used or modified.

(iii) Third-party products or their effects on or interactions with the Covered Software.

(iv) Does not cover the services or time related to the installation of the software, training, or software upgrades.

(v) Your use of a computer or operating system that is unrelated to Covered Software.

(vi) Connectivity issues with the Covered Software over networks not built or supported by WatchGuard.

(vii) Covered Software that has been deleted or uninstalled.

(viii) Preventative maintenance on the Covered Software.

(ix) Damage to, or loss of, any software or data residing or recorded on the same computer as the Covered Software. The contents of the hard drive may be deleted in the course of service. WatchGuard may install system software updates as part of your service that will prevent the software from reverting to an earlier version. Reinstallation of software programs and user data are not covered under this Plan.

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(x) Hardware Warranty coverage includes, but is not limited to, servers, computers, DVD burners, JBOD online storage devices, uninterruptable power supplies, building mounted antennas, and all related brackets and mounting hardware ("IT Equipment").

(xi) On-Site technical service.

(xii) Problems caused by the function of a network or viruses or other software problems introduced into the Covered Software or computer the Covered Software is running on.

(xiii) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Software.

Any Incident deemed out of scope as defined in this Software Maintenance Plan or any incident that occurs while no Software Maintenance Plan Agreement is in place, shall be subject to additional fees and/or charges. The Customer will be quoted applicable charges and rates prior to any service(s) being performed. Approved service(s) will commence upon receipt of a purchase order.

OBTAINING TECHNICAL SUPPORT

You may obtain technical support by calling (800) 605-6734. The Customer Service Representative will provide you technical support.

YOUR RESPONSIBILITY

To receive service or support under the Plan, you agree to comply with the following:

(i) Provide your agency name and serial number (if required) of the Covered Software.

(ii) Provide information about the symptoms and causes of the problems with the Covered Software.

(iii) Respond to requests for information, including but not limited to the associated serial number of Covered Software, version, model, IT hardware, and software including operating system and database software, third-party software installed, any peripherals devices connected or installed with the Covered Software, any error messages displayed, actions taken before the Covered Software experienced the issue and steps taken to resolve the issue.

(iv) You shall maintain all IT Equipment related to or required by the Covered Software. Any incident arising from inadequate maintenance of these systems shall be subject to additional per incident charges

(v) Any changes to the hardware or software environment for both the Covered Software and IT Equipment made by Customer that results in any degradation in performance will be the responsibility of you including any related costs to correct the issue. Changes include, but are not limited to, in-car installation resulting in a non-approved

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installation, damaged or misalignment of wireless antennas caused by the customer or weather, untrimmed trees or added obstacles that degrade wireless signal strength, added vehicles without regard for adding additional wireless access points that results in degraded performance, adding or changing video storage locations in an improper manner, adding or updating server software without the approval of WatchGuard, changes to the 4RE related network topology or architecture without consultation of WatchGuard.

GENERAL TERMS

(i) With written consent of Arapahoe County, WatchGuard may subcontract or assign performance of its obligations to third-parties but will not be relieved of its obligations to you in doing so.

(ii) WatchGuard is not responsible for any failures or delays in performing under the Plan that are due to events outside WatchGuard's reasonable control.

(iii) This Plan is offered and valid only in the United States of America. This Plan may not be available in all states, and is not available where prohibited by law.

(iv) In carrying out its obligations WatchGuard may, at its discretion and solely for the purposes of monitoring the quality of WatchGuard's response, record part or all of the calls between you and WatchGuard.

(v) WatchGuard is not obligated to renew the Software Maintenance Plan after termination. If a new Software Maintenance Plan is offered, WatchGuard will determine the price and terms.

LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTIES AND REMEDIES CONTAINED HEREIN, THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING.

NEITHER WATCHGUARD NOR ITS DEALERS OR SUPPLIERS WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT, EVEN IF WATCHGUARD HAS BEEN ADVISED OF THE POSSIBLITIY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WATCHGUARD IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. WATCHGUARD'S MAXIMUM AGGREGATE LIABILITY TO YOU, AND THAT OF ITS DEALERS AND SUPPLIERS, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THIS PRODUCT AS EVIDENCED BY YOUR PURCHASE RECEIPT.

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This limited warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.

SUPPORT CONTACT INFORMATION

WatchGuard Video

Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ENFORCEMENT VIDEO, LLC
Allen, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND**, Enforcement Video, LLC** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 415 Century Parkway, Allen, Texas 75013.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Law Enforcement Speed Detection & Video Equipment Contract to become effective as of April 1, 2015, and to continue through March 31, 2017 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of Law Enforcement Speed Detection & Video Equipment offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell Law Enforcement Speed Detection & Video Equipment through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:**EF04-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **EF04-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: **LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: **PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: **CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: **LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]***

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20__

Signed for **Enforcement Video, LLC** Allen, Texas: _____

Printed Name & Title: Jason Stuczynski, VP - Sales

Date: March 2 20 15

Attest for **Enforcement Video, LLC** Allen, Texas: _____

Printed Name & Title: Marc Palmieri, Technical Sales Director

Date: March 2, 20 15

Attachment A
Enforcement Video, LLC
Law Enforcement Speed Detection & Video Equipment
Contract No. EF04-15

H-GAC Product Code	Item Description	Offered Price
BF01	DV-1 Overhead System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 200GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Separate front and cabin cameras available as an option. Self contained, padded overhead enclosure. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone. Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.	**$ 4,920.00**
BF02	DV-1 Modular System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 200GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Separate front and cabin cameras available as an option. Two piece design with separate DVD recorder and display control panel. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone. Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.	**$ 5,264.00**

Attachment A
Enforcement Video, LLC
Law Enforcement Speed Detection & Video Equipment
Contract No. EF04-15

H-GAC Product Code	Item Description	Offered Price
BF03	4RE High Definition In-Car Video System - (Bidder shall also price WatchGuard Video Evidence Library comprehensive back office solutions). General Description - 4RE, the industry's first HD in-car video system, combines Multiple Resolution Encoding and Critical Event Rules to keep the average file size in line with any other system while recording all your agency's critical recordings in stunning 720P High-Definition. Supports wireless (802.11n), wired (Ethernet), and USB flash drive video upload. Includes high definition Zero Sightline forward facing camera, and an infrared color cabin camera standard, with the forward camera being a high quality 1280x720 resolution camera. Standard features include two cameras, crash detection, 900MHz Hi-Fi wireless microphone kit, cabin microphone, power/input cable supporting multiple record triggers (lights, siren, aux, microphone, crash, speed), 4.3" LED backlit touch screen display featuring graphical user interface, integrated 200GB automotive grade hard drive (or optional 64GB solid state drive), 16GB removable USB flash drive, Record-After-The-Fact, integrated GPS, mounting hardware and cabling, and Evidence Library Express software.	**$ 4,783.00**
BF04	4RE Interview Room Solution, One Camera Package - (Bidder shall also price WatchGuard Video Evidence Library comprehensive back office solutions) General Description: The 4RE interview room solution brings the trusted security of 4RE Record-After-The Fact technology, flexible installation, and seamless video management inside the agency. One camera package has a choice of: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera. The system also includes a DVR with integrated 200GB hard drive, 16GB removable USB flash drive, Record-After-The-Fact, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software. System is supported by the Evidence Library	**$ 4,783.00**
BF05	4RE Interview Room Solution, Two Camera Package - (Bidder shall also price WatchGuard Video Evidence Library comprehensive back office solutions) General Description: The 4RE interview room solution brings the trusted security of 4RE Record-After-The Fact technology, flexible installation, and seamless video management inside the agency. Two camera package has a choice of: traditional dome security camera with integrated microphone, covert motion sensor hidden camera, and covert pinhole camera. The system also includes a DVR with integrated 200GB hard drive, 16GB removable USB flash drive, Record-After-The-Fact, mounting hardware and cabling, Easy-On wall switch, and Watch Commander Live Video Streaming software. System is supported by the Evidence Library	**$ 4,983.00**

Attachment A
Enforcement Video, LLC
Law Enforcement Speed Detection & Video Equipment
Contract No. EF04-15

H-GAC Product Code	Item Description	Offered Price
BF06	4REm Motorcycle Solution - General Description: The 4REm Motorcycle Solution features technological advancements including Record-After-The-Fact, redundant dual drive architecture, high fidelity audio and user-friendly interface. 4REm also features solid state components throughout the system, including a secure, industrial grade solid state drive and redundant solid state removable USB flash drive. The touchscreen display and camera are waterproof, dust proof, and built to withstand the extreme vibration of a police motorcycle. System also has full integration into the Evidence Library back office software. 4REm includes: front facing camera, 900MHz Hi-Fi wireless microphone kit, integrated GPS, Remote Display Control Panel, DVR with 64GB solid state drive, 16GB USB flash drive, and Evidence Library Express software.	$ 5,083.00
BF07	VISTA HD Wearable Camera, Standard Capacity - General Description: Capable of High Definition (720P) video recording for 5 continuous hours (standard definition recording also available). Features an ultra-rugged, fully submersible waterproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, and Evidence Library Express software.	$ 795.00
BF08	VISTA HD Wearable Camera, Extended Capacity - General Description: Capable of High Definition (720P) video recording for 9 continuous hours (standard definition recording also available). Features an ultra-rugged, fully submersible waterproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, and Evidence Library Express software.	$ 895.00

Board Summary Report

Date: September 14, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fujaros, Budget & Logistics Manager

Subject: Extension of the Agreement Regarding the Use of the Arapahoe County Sheriff's Office Detention Facility for a Restoration to Competency Program for Individuals Found Incompetent to Stand Trial

Request and Recommendation
The Arapahoe County Sheriff's Office requests and recommends the Board of County Commissioners accept and sign a contract extension letter provided by Correct Care Recovery Solutions (CCRS) regarding the Restoring Individuals Safely and Effectively (RISE) program. This letter will clarify language that is in the expanded program contract signed earlier this year.

Background
Arapahoe County has partnered with CCRS (previously known as GeoCare) since late 2013 to house the RISE program in the Arapahoe County Sheriff's Office Detention Facility. The program works with justice-involved individuals who have been found incompetent to proceed with their legal case to restore them to a mental state at which time they can participate in the proceedings. RISE has been a success on numerous levels and the program was recently expanded.

During the contract negotiation for the program expansion, the intent of the Sheriff's Office and CCRS was to have the original program and expanded program to run concurrently which would alleviate the need to renegotiate two contracts for what is essentially the same program. During a recent review of the expanded contract, a clause was noted that indicated the contract for the original program would continue until June 30, 2016 and the expanded program would continue until June 30, 2020. The contract extension letter now before the Board extends both programs until October 31, 2018.

Links to Align Arapahoe
Foster Safe Communities and Foster a Healthy and Vibrant County – Continuing to house and expanding the RISE program will help by evaluating and restoring criminal defendants to a state where they can continue in the legal process; overall mental health of program participants is significantly increased; the program provides a service to partnering organizations that is in great demand by restoring these individuals in a much quicker time frame than the sister program at the Colorado Mental Health Institute – Pueblo.

Discussion
In an effort to align the dates listed in the expanded contract, Captain Jared Rowlison has discussed this concern with his contact at CCRS. CCRS has two separate contracts with the State of Colorado to provide restoration services in a jail-based setting and thus the two separate dates appeared in the expanded contract between CCRS and Arapahoe County. CCRS has provided a contract extension letter that extends the original program contract through October 31, 2018 which coincides with their contract with the State. At that time, it is anticipated the entities will attempt to renew their respective contracts in an effort to merge the original and expanded program contracts. CCRS has requested that the County sign the extension letter. By doing so, the County will be agreeing that it formally intends to continue with both the original and the expanded program.

Alternatives
The BoCC could choose to not sign the contract extension letter. Should this happen, the unclear language in the expanded contract would remain potentially causing confusion at a later date.

Fiscal Impact
There is no anticipated fiscal impact to signing the extension letter.

Concurrence
The Sheriff's Office Administration and Detention Services Bureau are in concurrence with this decision.

Reviewed By:

Olga Fujaros, Budget & Logistics Manager
Vincent Line, Detentions Bureau Chief
Louie Perea, Undersheriff
David C. Walcher, Sheriff
Finance Department
County Attorney

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Extension of the Agreement Regarding the Use of the Arapahoe County Sheriff's Office Detention Facility for a Restoration to Competency Program for Individuals Found Incompetent to Stand Trial, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

Corporate Headquarters
Correct Care LLC
One Park Place, Suite 500
621 Northwest 53rd Street
Boca Raton, Florida 33487

TEL: 561 999 7347
800 275 8370
Fax: 561 999 7732
www.correctcarers.com

August 4, 2016

Shauna Deeble
Budget and Logistics
Arapahoe County Sheriff's Office
13101 E. Broncos Pkwy
Centennial, CO 80112
Phone: (720) 874-4136

Re: CONTRACT EXTENSION

Dear Ms. Deeble:

This is official notice that Correct Care is requesting a contract extension on the lease agreement for Program I and for it to be coterminous with our Contract with State of Colorado Office of Behavioral Health which extends through October 31, 2018.

Once fully executed, please send the copies back to my attention. Thank you.

If there are any additional concerns or questions, please feel free to contact me at (954) 354-8781.

Sincerely,

Manny Fernandez
Senior Vice President, Operations

By means of signing below, the Parties have agreed to the above written agreement to be effective on July 1, 2016.

CORRECT CARE, LLC	**ARAPAHOE COUNTY**
_____	_____
By: Marta Prado, President	Chair, Board of County Commissioners (Or representative authorized by resolution)

Arapahoe County
Colorado's First

Board Summary Report

Date: September 22, 2016,

To: Board of County Commissioners

Through: Ronald Carl, County Attorney

From: Benjamin P. Swartzendruber

Subject: Approval of a resolution authorizing legal representation and indemnification in pending litigation filed against Arapahoe County, Ed Long, and Justin Osborn

Purpose

Two civil lawsuits for monetary damages were recently commenced by Torrey Banks, one in Denver District Court, *Torrey Banks v. State of Colorado, et al.*, Case No. 16cv412, and one in U.S. District Court, Case No. 16-cv-01725-GPG, seeking money damages against the County, employees of the Sheriff's Office, and others for violations of civil rights as a result of allegedly being subjected to malicious prosecution and deprived of his right to a fair and speedy trial by the purported use of fabricated, manufactured investigatory notes, and testimony.

Background

The subject litigation arises from the prosecution of burglary and sexual assault charges filed against Torrey Banks in 2009. Banks was in federal custody at the time of his preliminary hearings and arraignment, and there were issues related to his transfer and availability for hearings. He pled guilty to the charges in 2012 but his pleas were conditional on his ability to challenge speedy trial violations. In his appeal, the Court of Appeals held conditional pleas are not allowed, remanded the case, and Banks ultimately withdrew the pleas. The charges were later dismissed for speedy trial violations.

Banks alleges claims of malicious prosecution and civil conspiracy against ACSO employees and others for allegedly falsifying evidence and contributing to prolonging his incarceration.

Discussion

Under the provisions of the Colorado Peace Officers Act and the Governmental Immunity Act, a county is obligated to bear the costs of providing a legal defense for its law enforcement officers when they are sued for acts or omissions allegedly committed by them during the performance of their jobs. The same holds true with respect to non-law enforcement personnel under the terms of the Governmental Immunity Act. Additionally, a county is obligated to indemnify its

officers and civilian employees for judgments or settlements that may enter against them in those suits, excluding punitive damages (unless otherwise authorized). These obligations are generally subject to the following conditions. First, that the conduct of an employee giving rise to the lawsuit occurred within the scope and performance of his or her job and, second, that the conduct of the employee was not wanton or willful, i.e., maliciously motivated or executed or taken in bad faith.

After reviewing the facts and information currently available, the County Attorney's Office has determined that the conduct of the above-referenced ACSO employees relevant to the claims in Mr. Banks' suits was not undertaken wantonly or willfully, or with any intent to injure him or to violate his rights. It is also apparent that the challenged conduct taken by these employees was taken by them within the scope of their job duties.

Recommendation

The County Attorney's Office recommends that the Board adopt the proposed resolution accompanying this memo and authorize a legal defense and indemnification protection (inclusive of potential punitive damages) as provided under the Colorado Peace Officers Act and the Governmental Immunity Act in the above-noted litigation for the ACSO and these named current ACSO employees. The defense will be conducted by the County Attorney's Office.

Alternatives

Not applicable.

Fiscal Impact

Presently unknown litigation costs.

A Resolution of the Board of County Commissioners for the County of Arapahoe, Colorado

RESOLUTION NO. 16_____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, Arapahoe County is generally obligated under the terms of the Colorado Governmental Immunity Act and/or the Colorado Peace Officers Act to bear the costs of the defense of its officials, employees and law enforcement officers incurred in lawsuits brought against them for injuries they are alleged to have caused within the course and scope of their employment, and indemnify them with respect to money judgments and settlements that might result from such suits so long as their conduct was not willful or wanton; and

WHEREAS, it is common for plaintiffs, without a factual basis to do so, to allege that government officials and employees acted outside the scope and course of their employment, or acted willfully and wantonly; and

WHEREAS, a lawsuit titled *Torrey Banks v. State of Colorado, et al.*, was recently commenced in Denver District Court against the County and several employees for acts and omissions allegedly undertaken by them during the course and scope of their official duties and employment; and

WHEREAS, a lawsuit titled *Torrey Banks v. John Hickenlooper, et al.*, was recently commenced in the United States District Court for the District of Colorado against the County and several employees for acts and omissions allegedly undertaken by them during the course and scope of their official duties and employment; and

WHEREAS, it appearing from the information presently available that the claims asserted against the several employees did not arise from wanton or willful conduct, and that there exist no disqualifying conflicts of interests between the named current employee defendants and the County; and

WHEREAS, the Board hereby determines that it is in the public interest for Arapahoe County to bear the cost of defending the current employees against the claims for personal liability and damages asserted in the suits against them, and to defend against and/or pay or settle such claims on their behalf subject to the terms and conditions contained in the Colorado Peace Officer Act and Colorado Governmental Immunity Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for the County of Arapahoe, State of Colorado, that the cost of providing a legal defense for Ed Long, Justin Osborn and the ACSO in the case of *Torrey Banks v. John Hickenlooper, et al.*, Case No. 16-cv-01725-GPG, pending in the United States District Court for the District of Colorado, and a lawsuit titled *Torrey Banks v. State of Colorado, et al.*, Case No. 16cv412, pending in Denver District Court, were recently commenced against the County and several employees for acts and omissions allegedly undertaken by them during the course and scope of their official duties and employment and shall be borne by Arapahoe County, and that such representation shall be provided by the Arapahoe County Attorney's Office, except as may

otherwise be determined by the County Attorney, in which case the County Attorney may retain outside legal counsel as may be deemed necessary; and

BE IT FURTHER RESOLVED that Arapahoe County shall, consistent with the terms contained in the Colorado Peace Officers Act and Colorado Governmental Immunity Act, indemnify each of the current employees named as defendants in the suit from any and all judgments or settlements that may enter against them in the above-noted litigation, and that the claims asserted against them may be compromised, settled, and resolved of by Arapahoe County as it may deem appropriate, necessary, or convenient.

The vote was:

Commissioner Bockenfeld ____; Commissioner Doty, Chair, ___; Commissioner Holen ____; Commissioner Jackson ____; and Commissioner Sharpe ____.

The Chair declared the resolution adopted and so ordered.

Arapahoe County
Colorado's First

Board Summary Report

Date: September 21, 2016

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: Approval of BAA Stipulation (1 Resolution Number)

Request and Recommendation

The purpose of this request is for the adoption of a resolution approving the Board of Assessment Appeals (BAA) stipulations listed below.

Background

These stipulations are a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling tax protests filed with the BAA.

Discussion

The following BAA docket numbers have been stipulated to for the tax (s) indicated below.

Tax Year	Docket #	Property Owner	Property Address	Code	Original Value	Stipulated Value
2015/ 2016	68653	VS Vallagio Holdings LLC	10120 East Dry Creek Road	1.	$736,857	$650,000
2015/ 2016	68654	VS Vallagio Holdings LLC	10111 Inverness Street, 1-E	2.	$4,404,675	$3,340,778
2015/ 2016	68655	VS Vallagio Holdings LLC	10111 Inverness Street, 1-W	2.	$2,649,075	$2,009,222

Code

1. Comparable market sales indicate that adjustment to this value is correct.
2. Income and sales comparison approaches indicate that adjustment to this value is correct.

Alternatives

Let protest proceed to the BAA for a decision. Said alternative would involve unnecessary time and expense for the County and the taxpayer.

Fiscal Impact
Reduction in the amount of property taxes collected for the above listed properties.

Concurrence
The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

Reviewed By:
Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 160XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Cases (Docket Numbers), for the tax years listed below:

Docket #	**Property Owner**	**Tax Year**

After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulations. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulations.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

Board Summary Report

Date: September 20, 2016

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces Director

From: Roger Harvey, Open Space Planning Administrator

Subject: **Utility Easement for CenturyLink Company of Colorado at Wayside Park**

Request and Recommendation

Request the BOCC to authorize the Chair to execute the conveyance of an extension to an existing Easement with CenturyLink Communications Co. located at Wayside Park.

Staff and County Attorney have reviewed the Easement and has determined it meet the County's requirements. Staff recommends said easement be granted by the County.

Background

Wayside Park is located in the Four Square Mile Neighborhood, adjacent to the High Line Canal and north of East Harvard Ave. It is a small pocket park that was created for the neighbors in 1984. It was recently discovered that Bell Telephone, now CenturyLink, has a utility easement for a "Maxihut": a 200 square foot phone, electronic utility building with underground support utilities under a term limited easement that expired after thirty years, expired on December 31, 2015. CenturyLink still utilizes this structure that houses land line phone components and would like it to remain in place. The original easement terms state that if the easement is needed beyond the original term then the County and CenturyLink: "shall renegotiate the terms of the easement…an extension shall not be unreasonably withheld by the County". They do not foresee the use changing anytime soon and would like to make the easement perpetual so County and CenturyLink do not have to go through the process again.

CenturyLink has agreed to provide the County with another payment for the easement. The payment is the same amount as the original payment only the dollars have been adjusted for inflation to 2016 costs: $9,060.00.

Approval of the easement and change to a perpetual term was heard before the BoCC on August 8, 2016 at a Drop-In Study Session and the perpetual term change was recommended for approval by all five (5) commissioners in attendance and moved to the Consent Agenda with no changes.

Links to Align Arapahoe

Service First: The Easement supports a positive relationship between utility companies who serves the citizens of Arapahoe County.

Discussion
Not extending the lease would be detrimental to CenturyLink as the existing underground utilities and building and would need to be removed and relocated at a high cost and according to the original Easement Terms the County cannot unreasonably withhold an extension. There is adequate language in the easement to ensure if the structure and easement are no longer used by CenturyLink then they must pay for the removal and restoration of the area. Discussion on the pro and con of a perpetual vs. term limited easement was discussed during a Drop-In Study Session on August 8, 2016 and was agreed by the BoCC to allow CenturyLink to change the term from a 30 year term to a perpetual easement.

Alternatives
1. Approve the Easement as submitted.
2. Deny the request for an Easement.
3. Re-negotiate the terms of the Easement.

Fiscal Impact
Renewal of the easement will provide positive financial impact to Open Spaces with a $9.060.00 payment for park renovation and maintenance.

Attachments
Easement Agreement
Legal Exhibit of Easement location

Attorney Comments
No Changes needed to be made

Reviewed By
Roger Harvey, Open Space Planning Administrator
Shannon Carter, Open Spaces Director
Tiffanie Bleau, Senior Assistant County

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve and authorize the Chair of the Board of County Commissioners to sign the Utility Easement Agreement with Centurylink for its easement at Wayside Park.

The vote was:

Commissioner Bockenfeld, ____; Commissioner Doty, ____; Commissioner Holen, ____; Commissioner Jackson, ____; Commissioner Sharpe, _____.

The Chair declared the motion carried and so ordered.

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

This Easement Agreement is made this ____ day of September, 2016, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, State of Colorado** ("Grantor") and **QWEST CORPORATION D/B/A CENTURYLINK QC** , a Colorado corporation ("Grantee"), and its successors, assigns, affiliates, lessees, licensees, and agents.

Grantor maintains a public park facility North of E. Harvard Avenue and West of the High Line Canal (referred to as "Wayside Park").

Grantee desires to maintain an Electronic Equipment Enclosure (a "Maxi-Hut") in an area depicted in Exhibit A (the "Easement Area") within the boundaries of Wayside Park to contain electronic circuitry for communication services in the surrounding area.

WHEREAS, Grantor previously reviewed and approved the Maxi-Hut in Case L85-17 on September 24, 1985; and

WHEREAS, Grantor has no objection to providing Grantee an easement for the Maxi-Hut.

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. Grantee agrees to pay Grantor nine thousand sixty dollars ($9060.00) for this easement.

2. The size of the Maxi-Hut shall not exceed 10' x 20' and shall not exceed 10' in height.

3. The Maxi-Hut may be a metal prefabricated structure or other material approved by Grantor and shall be placed on a concrete foundation.

4. The exterior of the Maxi-Hut shall be painted or otherwise architecturally treated in such a way that the design is consistent with, complements and blends in with the design and characteristics of the park setting, as approved by Grantor. Further, the Maxi-Hut shall, if requested by Grantor, be surrounded by a cedar fence.

5. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

6. The Maxi-Hut shall not contain any hazardous materials and shall have appropriate locks, lock guards and alarms to prevent unauthorized entry.

7. Grantee shall have the right of ingress and egress over and across Grantor's lands to and from the Easement Area except there shall be no direct vehicular access to the Maxi-Hut. All Grantee vehicles shall park on adjacent streets unless and until a parking lot is provided within Wayside Park.

8. Grantee will indemnify, defend and hold Grantor harmless from and against any and all loss, cost, liability, claim, damage and expense of whatever kind, including reasonable attorneys' fees and court costs (collectively, "Damages") to the extent such Damages arise from Grantee's use of the Easement Area out of or in connection with the maintenance, repair, use and operation of the Maxi-Hut.

9. Without limiting the liabilities or indemnification obligations of Grantee, Grantee will, at all times during the easement, carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Easement Area is located: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this easement agreement is being performed including Employer's Liability insurance with limits not less than $1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less than One Million Dollars ($1,000,000) and an aggregate limit of not less than Two Million Dollars ($2,000,000) covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability; (c) Commercial Automobile Liability with limits not less than $1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this easement agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property.

   Grantor, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Grantor, subject to the indemnification provisions of this easement agreement. Evidence of Grantee's insurance is available at www.centurylink.com/moi.

10. Whenever any notice or other communication (collectively, "Notice") is required or permitted under this easement agreement, Notice must be in writing and sent to the following addresses:

If Notice to Grantor:	Arapahoe County Open Spaces 6934 S. Lima Street Suite A Centennial, CO 80112
If Notice to Grantee:	CenturyLink 100 Centurylink Drive Monroe, LA 71203 Attention: Construction Services

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

11. In the event that Grantee shall abandon the rights granted to it under this easement, all right, title and interest hereunder of Grantee shall cease and shall automatically revert to Grantor at which time Grantee shall, within 90 days, remove the Maxi-Hut, foundation and all its associated equipment and restore the Easement Area to as close to original condition as possible.

12. The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ARAPAHOE, State of Colorado

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of September, 2016, by _____ as _____ for Board of County Commissioners County of Arapahoe, State of Colorado.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

GRANTEE:

QWEST CORPORATION d/b/a CENTURYLINK QC

By: _____
Dustin Pulciani

Title: Right of Way Agent

STATE OF Colorado)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 14 day of September, 2016, by Dustin Pulciani as Right of Way Agent for Qwest Corporation d/b/a CenturyLink QC.

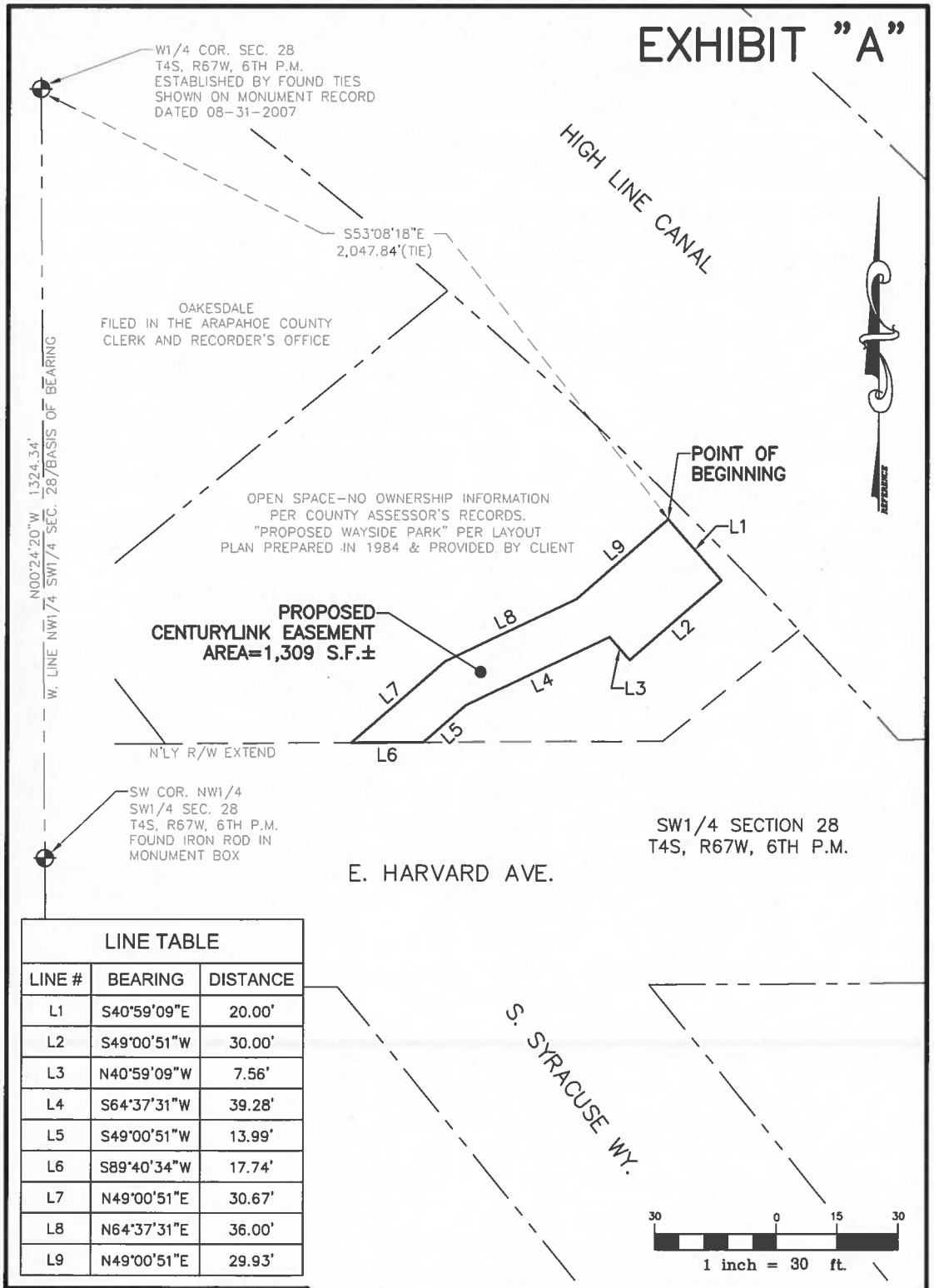
Witness my hand and official seal.

My commission expires: 9/17/17

ANU GUPTA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014028411
MY COMMISSION EXPIRES SEPTEMBER 17, 2017

_____
Notary Public

EXHIBIT "A"



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S40°59'09"E	20.00'
L2	S49°00'51"W	30.00'
L3	N40°59'09"W	7.56'
L4	S64°37'31"W	39.28'
L5	S49°00'51"W	13.99'
L6	S89°40'34"W	17.74'
L7	N49°00'51"E	30.67'
L8	N64°37'31"E	36.00'
L9	N49°00'51"E	29.93'

Precision Survey & Mapping, Inc.
professional land surveying consultants
9145 E. Kenyon Ave., Suite 101, Denver, CO 80237
Tel:(303) 753-9799 Fax:(303) 753-4044

PSM JOB#: R11912 DRAWN: J.L.

1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE TELECOMMUNICATIONS EASEMENT(S) FOR CENTURYLINK.
4.) THIS EXHIBIT SHALL BE CONSIDERED NULL AND VOID IF ALTERED IN ANY WAY.

SITE LOCATION

E. HARVARD AVE. & HIGH LINE CANAL

PART OF THE SW1/4 SECTION 28 TOWNSHIP 4 SOUTH, RANGE 67 WEST | 1"=30'

6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO | PAGE 1 OF 2

CenturyLink
1801 CALIFORNIA ST., STE. 5100
DENVER, CO 80202

CENTURYLINK JOB# | SULLIVAN EXC. | R.O.W.# | JUNE 23, 2016

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 28 ASSUMED TO BEAR N00°24'20"W A DISTANCE OF 1,324.34 FEET FROM AN IRON ROD IN MONUMENT BOX FOUND AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 TO THE WEST QUARTER CORNER OF SAID SECTION 28 AS ESTABLISHED PER TIES SHOWN ON MONUMENT RECORD DATED 08-31-2007;

BEGINNING AT A POINT WHICH BEARS S53°08'18"E A DISTANCE OF 2,047.84 FEET FROM SAID WEST QUARTER CORNER OF SECTION 28;

THENCE S40°59'09"E A DISTANCE OF 20.00 FEET; THENCE S49°00'51"W A DISTANCE OF 30.00 FEET; THENCE N40°59'09"W A DISTANCE OF 7.56 FEET; THENCE S64°37'31"W A DISTANCE OF 39.28 FEET; THENCE S49°00'51"W A DISTANCE OF 13.99 FEET TO THE NORTHERLY RIGHT-OF-WAY EXTENDED OF EAST HARVARD AVENUE; THENCE S89°40'34"W ALONG SAID EXTENDED RIGHT-OF-WAY, A DISTANCE OF 17.74 FEET; THENCE N49°00'51"E A DISTANCE OF 30.67 FEET; THENCE N64°37'31"E A DISTANCE OF 36.00 FEET; THENCE N49°00'51"E A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 BEARS S86°38'00"W A DISTANCE OF 1,631.89 FEET;

SAID PARCEL CONTAINS 1,309 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

COLORADO REGISTERED CHRISTOPHER P. JULIANA NUMBER 31158 PROFESSIONAL LAND SURVEYOR

06/23/16

CHRISTOPHER P. JULIANA, P.L.S. — DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

Precision Survey & Mapping, Inc.
professional land surveying consultants
9145 E. Kenyon Ave., Suite 101, Denver, CO 80237
Tel:(303) 753-9799 Fax:(303) 753-4044

PSM JOB#: R11912 DRAWN: J.L.

SITE LOCATION E. HARVARD AVE. & HIGH LINE CANAL		CenturyLink 1801 CALIFORNIA ST., STE. 5100 DENVER, CO 80202
PART OF THE SW1/4 SECTION 28 TOWNSHIP 4 SOUTH, RANGE 67 WEST	1"=30'	
6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO	PAGE 2 OF 2	
CENTURYLINK JOB# SULLIVAN EXC. R.O.W.#		JUNE 23, 2016

Board Summary Report

Date: September 27, 2016

To: Board of County Commissioners

Through: Donald A. Klemme, Director Community Resources Department
Joseph Barela, Division Manager of A/D Works!, Community Resources
Kelly Folks, Deputy Division Manager, Arapahoe/Douglas Works!

From: Najwa Khalaf, Talent Enhancement Manager, Arapahoe/Douglas Works!

Subject: Approval of the ongoing Intergovernmental Agreement (IGA) between the Douglas County Department of Human Services and Arapahoe County on behalf of Arapahoe/Douglas Works! (A/D Works!) workforce services as part of the Employment First Program.

Request and Recommendation
At a Study Session on September 26, 2016, the BOCC considered continuation of the Arapahoe/Douglas Works! Intergovernmental Agreement with Douglas County Human Services to provide employment and training to Employment First SNAP E&T participants. The BOCC directed staff to set the matter on the Consent Agenda of a subsequent public meeting for approval.

Background: The Douglas County Department of Human Services requested the continuation of our current Employment First workforce program IGA to reflect the following:

- Employment First Program:
  - The IGA will continue at the same level of funding for the new program year.
  - If additional funding is awarded by the State, these funds will transfer to A/D Works! in an amendment generated by Douglas County.
  - The IGA includes the Earned Enhanced funding component which is generated by A/D Works! as an incentive for placing participants in employment.

Links to Align Arapahoe

1. Quality of Life: Approval of the Intergovernmental Agreement is needed to serve unemployed and underemployed Douglas County food stamp recipients, enhancing their quality of life and ensuring the highest rate of return on public investment, while contributing to the Counties economic vitality.
2. Fiscal Responsibility: The Intergovernmental Agreement is required in order to comply with A/D Works! scope of work to provide workforce development services to participants of the Employment First program. This funding is dedicated to the reduction of poverty in the local community.

3. Service First: Approval of the Intergovernmental Agreement is needed for compliance with the Supplemental Nutritional Assistance Program Employment and Training (SNAP E&T) law, which will ensure services to low income food stamp recipients is received.

Discussion: In order to continue providing targeted/intensive job search and job placement services to Douglas County participants, approval of the IGA will need to occur. An approval will ensure funding continues for the targeted populations and services. These funds will cover the programmatic and operational costs incurred by A/D Works! to continue to provide workforce development services to Douglas County participants in accordance with federal rules and regulations.

Alternatives: If the IGA is not approved, the current Douglas County program will need to be transferred back to Douglas County Department of Human Services and the funded 1.5 A/D Works! FTE positions would be eliminated as well as service delivery would be impacted.

Reviewed by/Concurrence
The initiative is supported by A/D Works! and Douglas County Department of Human Services

Fiscal Impact: Fiscal Impact to Arapahoe County Government is not anticipated and the contractual fee for service will be utilized to cover operating and customer program expenses.

Approved By:
Don Klemme, Community Resources Director
Joe M Barela, A/D Works! Division Manager
Kelly Folks, A/D Works! Deputy Division Manager
Tiffanie Bleau, Assistant County Attorney

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Chair of the Board of County Commissioners to sign the Intergovernmental Agreement (IGA) by and between the Douglas County Department of Human Services and Arapahoe County on behalf of A/D Works! as part of the Employment First Program to provide job search and job placement services to Douglas County residents, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ____; Commissioner Doty, ____; Commissioner Holen, _____; Commissioner Jackson, _____; Commissioner Sharpe, ____;

The Chair declared the motion carried and so ordered.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL CONTRACT (hereinafter "this Contract") is entered into this _____ day of _____, 2016, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado ("Douglas"), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado ("Arapahoe"). Both Counties hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Contract with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, Arapahoe, in its capacity as a County Human Services Agency, is responsible for the administration of various human services programs including the Supplemental Nutrition Assistance Program (SNAP) and its corresponding Employment First component; and

WHEREAS, Douglas, in its capacity as a County Human Services agency, is responsible for the administration of various human services programs including the Supplemental Nutrition Assistance Program (SNAP) and its corresponding Employment First component; and

WHEREAS, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

WHEREAS, Arapahoe, through its Arapahoe/Douglas Works Division ("ADW") of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including SNAP/Employment First recipients; and

WHEREAS, Arapahoe, through its Arapahoe/Douglas Works Division ("ADW") of the Arapahoe County Community Resources Department responded to the "Employment First Program" Request for Proposal #031-15, and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Contract,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Arapahoe, ADW, will provide Employment First case management services for Douglas Employment First program participants referred to ADW by Douglas County Human

Services as more particularly described in the Scope of Work attached hereto as "Exhibit A" and incorporated herein.

2. The term of this IGA shall be from October 1, 2016 through September 30, 2017, unless sooner terminated or otherwise extended. Douglas was not previously required to have an Employment First program.

3. Douglas agrees to pay Arapahoe an amount not to exceed $210,524.44 (Two Hundred Ten Thousand Five Hundred Twenty Four Dollars and Forty Four Cents) as reimbursement for services provided herein. Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas shall pay said invoice within 30 days of receipt. All expenditures are subject to appropriation of funds. Douglas County may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe County under this Contract.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Contract.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. To the extent authorized by law, Arapahoe shall defend, indemnify, and hold harmless Douglas County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from services provided by Arapahoe in relation to this IGA. To the extent authorized by law, Douglas shall defend, indemnify, and hold harmless Arapahoe County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from the actions of Douglas in relation to this IGA.

8. Arapahoe and Douglas understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.

9. In connection with the services provided pursuant to this Contract, Arapahoe shall not discriminate against any Douglas Employment First participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

10. All records remain the property of the Douglas County Department of Human Services. Any and all assets purchased by Douglas and assigned to a non-Douglas County/Department location remain the property of Douglas. Douglas may upgrade assets as needed at no expense to Arapahoe. Arapahoe must permit the County or Department reasonable access to all assets and will report the loss or damage of any asset to the Director's designee within one (1) business day. Arapahoe shall reimburse, at replacement value, the cost of any

equipment destroyed or otherwise rendered un-useful, for which Arapahoe bears responsibility for the destruction.

Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Contract shall be confidential. All such documents shall remain confidential and shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential records (whether paper, electronic or some other format) must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data.

11. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty days' written notice to the other party of such termination and specifying the effective date of such termination. Arapahoe shall be entitled to receive compensation in accordance with this Contract for services completed pursuant to this Contract prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

12. Notices to be provided under this IGA shall be given in writing and either delivered by hand or deposited in the U.S. mail with sufficient postage to the following addressees:

To Douglas:	Daniel P. Makelky, Director Douglas County Human Services 4400 Castleton Court, #107 Castle Rock, CO 80109 Telephone: (303) 814-5395 Facsimile: (877) 285-8988
With a Copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104
To Arapahoe:	Arapahoe/Douglas Works! Attn: Joe Barela 6964 S. Lima Street Centennial, CO 80112
With a Copy to:	Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80166

14. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

15. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the activities conducted under this Contract by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

16. ILLEGAL ALIENS: Arapahoe shall comply with §§ 8-17.5-101, et seq., C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Arapahoe certifies that it does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that Arapahoe will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Arapahoe shall not:

(i) Knowingly employ or Contract with an illegal alien to perform work under this Contract; or

(ii) Enter into a Contract with a subcontractor that fails to certify to Arapahoe that the subcontractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract.

B. Arapahoe has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Arapahoe shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Arapahoe obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or Contracts with an illegal alien, Arapahoe shall:

(i) Notify the subcontractor and the County within three (3) days that the City has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or Contracting with the illegal alien; except that the City shall not terminate the Contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

E. Arapahoe shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If Arapahoe violates this provision of this Contract, Douglas may terminate the Contract for a breach of Contract. If the Contract is so terminated, Arapahoe shall be liable for actual and consequential damages to Douglas as required by law.

G. Douglas will notify the Office of the Secretary of State if Arapahoe violates this provision of this Contract and Douglas terminates the Contract for such breach.

17. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

18. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

19. BREACH OF CONTRACT**:** Failure to perform according to the specifications of this Contract will be considered a breach of Contract and may be subjected to legal action, including immediate termination of Contract and/or any additional applicable legal remedies available to the County.

IN WITNESS WHEREOF, the parties have executed this Contract as of the above date.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

BY: _____
Don Klemme, Community Resource Director

DATE:_____

ATTEST:

_____
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY:_____
David Weaver, Chair

DATE:_____

APPROVED AS TO CONTENT:

_____
Daniel Makelky
Director of Human Services

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
John Thirkell
Senior Assistant County Attorney

DATE:_____

APPROVED AS TO FISCAL CONTENT:

_____
Andrew Copland
Director of Finance

DATE:_____

APPROVED AS TO CONTENT:

_____
Doug DeBord
County Manager

DATE:_____

Exhibit A
SCOPE OF SERVICES

ADW submitted a response to the "Employment First Program" Request for Proposal #031-15 and was selected as the Contractor. Contractor will provide specific services related to the Employment First program for all Douglas County Department of Human Services (Department) referrals and participants. For the Employment First program, the Contractor shall:

Conducting Business

1. Conduct business in accordance with the Department's Vision, Mission, and Values. (See Attachment 1.)
2. Maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8 a.m. to 5 p.m. Reasonable holiday and weather closures are permitted. During business hours Contractor will accept referrals; answer client and worksite questions and address concerns; and respond to customer calls and requests within 24 hours.
3. Retain confidentiality of all referrals and client information. This includes all verbal and written communication, and all service delivery information. Unless prior written approval is provided from the County, the Contractor may not release any information about the program and its participants.
4. Sign the Nondisclosure Agreement prior to any work being performed under this contract. (See Attachment 2.)
5. Complete and submit the required monthly expense report and attach all documentation that is sufficiently detailed as outlined by the Department to substantiate expenses and support service provision. Maintain all documentation (staff records and expense back-up) in an organized and auditable manner for four (4) years.
6. Have adequate space and technology, trained staff and general administration in place and prepared to begin this work by the start date of the Contract. Contractor must maintain these adequate levels throughout the Contract. Administrative support includes, but not be limited to, accounting, internal audit, purchasing, human resources, customer service, and staff development. All new technology and equipment purchases for this contract must be approved in advance by the Department to determine if Contractor or Department will make such purchase. Reasonable technology and equipment includes, but may not be limited to:
    a. Phone lines, telephones and related gear, e.g., headsets
    b. Scanners, copiers and printers (If any of this hardware is purchased by the Department and placed at ADW facilities, no other such equipment expenses may be charged to the Department.)
    c. Computers and related peripherals, and consistent internet access (If any of this hardware is purchased by the Department and placed at ADW facilities, no other such equipment expenses may be charged to the Department.)
    d. All necessary office furniture and reasonable office supplies
7. Maintain Department-approved detailed written operating procedures throughout this contract. These include, but may not be limited to, client case processing expectations; volunteer and employer site development and management; client supportive services;

case reviews; confidentiality; system access and security; and the storage and distribution of any gift cards, vouchers, bus passes/tokens or similar items of cash value. These procedures must be approved by the Department (and be in place) by the 10th day prior to the start date of the Contract. All staff assigned to this contract must acknowledge receipt of these procedures prior to the start date of this contract, or if hired throughout the course of this contract within the first week of employment.

8. Meet with Department staff as requested to review overall performance and specific case or employer concerns as they arise. Reports on case work and reviews, customer service concerns, volunteer and employer site updates, and any related activities. Reports shall accompany the monthly invoicing, and may be additionally discussed in contract meetings.
9. Collaborate with community partners, employers, participants and Department staff as reasonable and appropriate to achieve program requirements and quality customer service.
10. Provide trained line staff, appropriately skilled supervision of staff, and appropriate overall management.
11. Notify the County and Department in writing of any change in the persons authorized to bind the Contractor.
12. Not subcontract this work to any other entity.
13. Complete reference and background checks before assigning line staff to perform work under this contract. (Line staff is defined as anyone who has client contact.) Background checks shall include a finger print check completed by a law enforcement agency. Contractor will provide copy of the completed check for all line staff assigned to this contract. The Department may refuse line staff placement depending on the background check results.
14. Contractor will notify the Department if/when any traffic or criminal charges occur that could impact assigned line staff's fitness or ability to execute the work assigned in this contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
15. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Department Director. Not present to any entity that they make policy or funding decisions (including the use of earned incentives) on behalf of the County or Department. Contractor shall not engage in any form of lobbying on behalf of the County.
16. Work according to generally accepted accounting practices in accordance with established Federal and State laws, rules and regulations. Contractor shall retain an external independent auditor, and complete a Single Audit if Contractor is required to obtain one.

<u>Compliance with Laws, Rules, and Policies</u>

1. Immediately report suspected child and adult abuse, neglect and exploitation.
2. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act, and State laws, rules, and regulations; and Douglas County program policies and procedures.
3. Annually related to civil rights either: 1) attend the Department's training, 2) provide their own training that covers the applicable laws, policies and procedures, or 3) submit an attestation acknowledging full awareness of and compliance with these laws,

policies and procedures, and an understanding of how to contact the Department's Civil Rights Coordinator.

4. Report all known conflicts of interest consistent with the spirit of the County's and Department's Conflict of Interest policies. (See Attachment 3.)
5. Ensure staff are appropriately trained on all program rules, and use the required State computer system to determine participation, process all case-related actions, and note any employer-related information. Access additional State, County or third party systems as needed for client-related work only. Contractor shall comply with the State and County system access, use and confidentiality requirements. Contractor shall notify the Department immediately, when employees no longer have authorization to access any State or County system.

Program Services

1. Use the Department's master client index (Human Services Client and Reporting Enterprise System or HSCARES) and electronic content management (ECM) system for all client and some provider documentation. No alternate or additional paper or electronic client files may be created or maintained by the Contractor. Initial training by Department staff will be provided for HSCARES and ECM with periodic refreshers as needed.
2. Develop and provide all of the following for new and ongoing participants:
   - Assessment of job history, skills, and readiness, and overall barriers to obtaining and retraining employment,
   - Program orientation (that includes a review of the "ticket" and "sanction" processes),
   - Services that focus on job search, referral and placement,
   - Interview skills and resume writing,
   - Soft skills training to include appropriate workplace conduct and communication
   - Time management and planning.
3. Identify an adequate number and type of workfare sites with a reasonable number or percent that are within Douglas County or within a reasonable commute for people who must use public transportation. Develop these relationships and ensure any required paperwork is completed and maintained.
4. Coordinate between the Food Assistance and Colorado Works eligibility staff as needed. Enter transportation reimbursement into the State system as approved by the Department. Provide other reimbursable supportive services consistent with Department approved procedures. (Client expenses that are not adequately documented or are not reimbursable per State rule will not be reimbursed to the Contractor. The amount budgeted for client transportation and supportive services are noted in Exhibit B, and are part of the overall Contract maximum.)
5. Address and resolve all participant program appeals and worksite grievances.
6. Create and maintain participant files that adequately address Department, County, State, and Federal program requirements and that meet reasonable audit standards. Participant files include, but may not be limited to:
   - Signed and dated releases and work plans,
   - Job search hours,

- Requests and approvals for supportive services (which may require the collection of receipts), and
- Volunteer and employer site records

7. Create and maintain program files that adequately address Department, County, State, and Federal program requirements and that meet reasonable audit standards. Contractor shall maintain documentation for four (4) years. Program files include, but may not be limited to:
   - Signed and dated staff confidentiality statements,
   - Signed policies and procedures required by the Department or State,
   - Staff training and development records,
   - Employer site development records, and
   - All fiscal records.
8. Determine the type of participation in accordance with all rules and regulations, and enter "tickets" or "sanctions" as appropriate.
9. Complete an investigation referral should there be any concerns about this or any other program or service provided by the Department.
10. Work reports timely and accurately to ensure correct program participation and enhanced funding.
11. Complete all State-required CBMS training, remain current with all changes, and correctly use the system.
12. Provide all the services outlined in their RFP response noted on "Programming for Douglas County Employment First Program".

Quality Assurance

1. Attend program-related State and Department meetings and trainings, and ensure that program delivery is consistent with requirements and best practice.
2. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems. Contractor shall provide its own internal audit and quality assurance function, and maintain reasonable documentation. If an audit or review by a Federal, State or County auditor results in a corrective action plan, the Contractor shall develop such plan, obtain Department approval and implement by the defined deadline.
3. Participate in any Department Customer Satisfaction initiatives.
4. Maintain a processing timeliness standard of 100% and a case quality standard of 95% or better. Manual HSCARES entries, if required, must be 100% accurate, and all ECM document management must be 100% accurate.

For the Employment First program, the Department shall:

1. Promptly notify the Contractor of all pertinent changes in this program including but not limited to changes in applicable law or regulations; changes in the eligibility requirements; staffing changes; availability of funds and use of incentives; changes in computer system access and use requirements; and changes in data collection requirements.

2. Provide the Contractor with access to needed State, County or third party computer systems as necessary.
3. Provide Workers' Compensation for Employment First participants at a volunteer or workfare site.
4. Monitor the Contractor's performance. Such monitoring includes, but may not be limited to:
   - customer service with both clients and work sites
   - evaluation of work via reports from the system
   - review of billing processes
   - evaluation of complaints and complaint resolution
   - ad hoc review of case work as deemed necessary by the Department.
   - use of HSCARES and ECM
   - quality of communication and collaboration with Department staff in addressing case questions and concerns
   - review overall program performance, e.g., timeliness and quality of contact with referred participants; client engagement; number of contacts made with potential and existing volunteer and workfare sites; number and type of client and worksite complaints received and how resolved; timeliness of reports worked; and other program outcome measures as may be mutually agreed upon.
5. Quality and timeliness of the services outlined in Contractor's RFP response noted on "Programming for Douglas County Employment First Program".
6. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service standards warrant it, or in the event of a conflict of interest.
7. Coordinate with Contractor to ensure client supportive services are made timely and with appropriate back-up documentation.
8. Coordinate with Contractor on all appeals, and participate in any complaints when appropriate. Manage all civil rights complaints.
9. Submit the Employment First Plan each year with input from the Contractor.

Exhibit B
METHOD OF PAYMENT

For services outlined in Exhibit A, Contractor shall generate documentation monthly that is sufficiently detailed as outlined by the Department to substantiate expenses and support service provision, and maintain all documentation in an organized and auditable manner for four (4) years.

1. Payments under this Contract shall not exceed the maximum contract expenditure for the term. Contractor shall bill monthly for services rendered. No pre-payments or advances will be made.
2. Contractor will be reimbursed for services rendered as outlined in Exhibit A to the Department's satisfaction.
3. Allowable expenses are as follows:

Funding	Amount	Permitted Uses	Non-Permitted Uses	Cost Distribution Methodology
100% Federal	$70,891.55	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	A
ABAWD Pledge	$19,620.00	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party for ABAWDs only	direct payments to participants; non-ABAWD participant expenses paid to a third party	A
50% Administrative	$43,552.63	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	A
80%/20% Participant	$3,059.58	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party; optional workfare participant expenses	A
50% Participant	$7,562.33	benefits paid directly to the participant	salaries/benefits and staff expenses;	A

			operating and administrative expenses; participant expenses paid to a third party; optional workfare participant expenses	
Reallocated 100% Federal	$17,704.83	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	A
50%/50% Participant Workfare	$5,901.61	participant benefits for optional workfare clients	any expense for non-optional workfare participants	B
50%/50% Administrative Workfare	$42,231.91	salaries/benefits and staff expenses; operating and administrative expenses for optional workfare clients	any expense for non-optional workfare participants	B
Total	$210,524.44			

4. Cost Distribution Methodology A and B will be mutually agreed upon by the Parties in advance of being used. Any requested changes by either of the Parties must be approved in writing in advance of being applied. Back-up documentation used to calculate the applicable percentage will be provided by Arapahoe quarterly.
5. Arapahoe will use the invoice template provided by Douglas.
6. Any client expense which is not claimable under any of the above categories will not be paid unless prior written approval is obtained from Douglas. This item would be specifically highlighted in the invoice as such and include the prior written approval.
7. No computer hardware or software may be purchased under this contract.
8. In the event that any costs are shared by multiple clients or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Contract. Contractor may not bill the Department for any cost, fee or expense not outlined above.
9. If Contractor elects to simultaneously use any of the same staff people on this contract as another contract with the Department, Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
10. Invoices must be submitted by the 15th of each month subsequent to the month services were provided except September 2016 must be received by 12:00 noon October 6, 2016. Invoices and all back-up documentation may be sent: 1) via secure email to HSAccounting@douglas.co.us, 2) uploaded to the County's secure file

transfer site if one is available, 3) posted to the Contractor's secure file transfer site if one is available, or 4) mailed to:

Douglas County Human Services
4400 Castleton Court, #107
Castle Rock, CO 80109
Attn: Business Office

11. Invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of contract.

Exhibit C
INSURANCE REQUIREMENTS

Insurance.

1. The Consultant agrees to procure and maintain with insurers with an A- or better rating as determined by A.M. Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	$1,000,000

(b) **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, independent Contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) **Professional Liability/Errors and Omissions Insurance** coverage for any negligent act, error, or omission arising out of the performance of professional services under this Contract in an amount not less than ONE MILLION DOLLARS ($1,000,000.00). Consultant shall maintain such coverage for at least two (2) years from the termination of this Contract.

2. **Certificates of Insurance**. The required Commercial General Liability and Commercial Automobile Liability policies will name Douglas County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Douglas County Colorado. The required Workers' Compensation and Professional Liability Insurance policies will name Douglas County as a Certificate Holder. The certificate(s) of insurance will be attached to this Contract as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler

Douglas County
Risk Management
100 Third Street
Castle Rock, Colorado 80104

3. **Right to Review, Revise and Reject**. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement(s) thereto. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally. Failure on the part of the Consultant to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of Contract upon which Douglas County may immediately terminate this Contract.

4. **Failure to Procure or Maintain Insurance**. The Consultant will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Consultant to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of Contract upon which Douglas County may immediately terminate this Contract.

5. **Deductibles and Coinsurance**. The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The Consultant will indemnify Douglas County, in full, for any amounts related to the above.

6. **Governmental Immunity**. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently $300,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Approved by: _____
Megan Datwyler
Risk Manager

Attachment 1
DEPARTMENT'S VISION, MISSION, AND VALUES

VISION

An informed community that is safe, connected and thriving.

MISSION

Engaging and partnering with our community to achieve safety and self-sufficiency.

VALUES

Integrity
Respect
Accountability
Compassion
Innovation
Collaboration

Attachment 2

NON-DISCLOSURE AGREEMENT

Arapahoe staff must sign the Nondisclosure Agreement (NDA) prior to any work being performed under this Agreement. Arapahoe may elect: 1) to have Agreement signor complete the NDA which in turn will bind all related staff under this Agreement to its terms, or 2) have each person working on this Agreement who has contact with clients, receives data related to clients or cases, or prepares/submits invoices sign the NDA.

Print off the following two pages, sign and date the Nondisclosure Agreement, and return one original for each person (per the options noted above) and return the NDA(s) with the signed copies of the contract.

DOUGLAS COUNTY
COLORADO

Information Technology

www.douglas.co.us

This Nondisclosure Agreement (the "Agreement") is entered into by and between Douglas County Government with its principal offices at Castle Rock, CO, ("Disclosing Party") and

_____ _____of
(printed name)

_____
(employer's name)

("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a written notice indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) when the County is subject to a Court Order to release the confidential information pursuant to the Colorado Open Records Act (CORA).

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to

Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

_____
Paul Clanton, Douglas County Chief Information Officer
Date: _____

_____
Signature

_____
Employer name and address

_____

Date: _____

Attachment 3
CONFLICT OF INTEREST

County Policy

County employees may not use privileged information or exert any undue influence as a result of his/her relationship with the County for personal gain or benefit or to benefit relatives, friends, and other acquaintances.

If an employee or employee's family has any interest (including, but not limited to, serving as partner, stockholder, manager or employee) in any business that sells products or services to the County or if an employee has access to County information that may be used for private gain, the employee shall advise his/her Department Official in writing of such interest. The Department Official shall determine whether a conflict of interest exists and shall then advise the employee, employee's supervisor and Human Resources. If such a conflict is found to exist, the employee shall be given the option of terminating either employment with the County or interest in the business.

Department Policy

1.0 Policy Statement

The Department administers various programs and services funded with federal, state, local and private funds. The delivery of these services often involves sensitive and confidential information, and may also include the receipt or distribution of funds/payments. Some of the programs/services provided may be for individuals/families known to one or more of the Department's employees. It is furthermore possible that Department employees or their family members are program/service recipients, e.g., apply for benefits, have a child support order or have a child protection referral/case.

Due to the nature of the Department's involvement in the processing and management of benefits/services and our commitment to work within the County's expectations of ethical behavior, Department staff will not participate in the processing and/or ongoing management of any case for which there is a conflict of interest. This procedure applies to all pending, open and closed cases.

2.0 Definitions

Conflict of interest cases include, but may not be limited to, any referral, application or case for the Department employee's:

1.) self,
2.) immediate and extended family (including biological or adoptive, in-laws, ex-spouses or ex-step children),
3.) God children, foster children, or children with legal guardianship,
4.) boyfriend/girlfriend or roommate (and their children or family),
5.) friends or acquaintances or

6.) any other individual/family deemed to be in conflict by the Division Manager, Department Director, County Manager, Deputy County Manager or any of the County Commissioners.

A referral/application/case for any Department or County employee may be deemed to be "sensitive" (e.g., a unique relationship or set of circumstances exists) and as such treated as a conflict of interest case. The term "system" includes any electronic system/device used by the Department or County, including computer, email, fax or phone. The term "file" includes any documentation or information (whether verbal or written and regardless both paper and electronic/digital) related to the referral, application, processing, and ongoing maintenance of the case.

3.0 Department Employee Applications

If a Department employee wishes to apply for benefits/services provided by the Department, he/she must submit the application to his/her supervisor, manager, or director. The application will be assigned and processed as appropriate. All application/case related activity, including interviews and/or follow-up, must be done on the employee's time.

4.0 Employee Case Maintenance

If a Department employee is approved for/receives any benefit/service provided by the Department, the ongoing case file will be maintained by the employee's supervisor, manager, or director. All ongoing communications will be through that person or the individual designated by the supervisor, manager, or director. All application/case related activity, including interviews and/or follow-up, must be done on the employee's time.

5.0 Employee Responsibility

If an identified conflict of interest case is known to the Department, it will be assigned to an appropriate individual. *Since it is impossible for the Department to be aware of all existing or possible conflict of interest cases, it is each Department employees' responsibility to immediately identify such cases for his/her supervisor, manager, or director. Failure to report a conflict of interest case may result in disciplinary action, up to an including termination.*

6.0 Information or System Access

For any conflict of interest case, no Department employee, except for the individual(s) expressly authorized by the supervisor, manager, or director, may:

1.) access, edit or amend in any way any document or information related to or contained within the case paper file or electronic system, or
2.) discuss or otherwise participate in the application or ongoing maintenance of the case, or
3.) research or give program/policy related advise on the case, or
4.) print off system notices, forms or documents or otherwise obtain system information, or
5.) return phone calls, emails or other communication from individuals with a conflict of interest case.

Engaging in any of the above will result in disciplinary action, up to and including termination.

7.0 Other County Involvement

The Department may elect to have another county Department process the referral or application and maintain the case if approved/appropriate.

8.0 Appeals and Complaints

All appeals and complaints will be forwarded to the Administrative Services Division Manager. If the referral/application/case represents a conflict of interest for that individual, the referral/application/case may be forwarded to a supervisor, manager, or director. The director may ask that the appeal be managed by the County Attorney's Office or another county.

9.0 File Storage

The paper file for all conflict of interest case will be maintained by the supervisor, manager or director as appropriate.

10.0 Cash and Electronic Benefits Transfer (EBT) Cards

No employee may accept or handle in any manner cash or a cash equivalent, e.g., EBT card, for anyone with whom they have a conflict of interest.

11.0 Reporting Fraud

Anyone may report concerns about possible fraud to any of the following:

- 1-877-WFINFO-1 (Colorado Department of Human Services Hotline)
- Ethics Point 1-888-337-3094 or www.ethicspoint.com (Douglas County Fraud Hotline)
- Department of Human Services Investigator (refer to the Investigation Policy/Procedure)
- Any other reasonable contact such as law enforcement, or County Administration or County Human Resources

Arapahoe County
Colorado's First

Board Summary Report

Date: September 23, 2016

To: Board of County Commissioners

Through: Ronald A. Carl, County Attorney

From: Karen Thompsen, Paralegal

Subject: 2016 Board of Equalization Qualifying Senior Citizen Property Tax Exemption (1 Resolution Number)

Request and Recommendation
The purpose of this request is for the adoption of a resolution approving the 2016 Board of Equalization Qualifying Senior Citizen Property Tax Exemption decision as recommended by an appointed independent referee.

Background and Discussion
Pursuant to C.R.S. §39-8-101, the Board of County Commissioners comprises the County Board of Equalization. Pursuant to C.R.S. §39-6-206(2)(a) the County Board of Equalization is required to hear senior citizen property tax exemption applications denied by the County Assessor. Pursuant to C.R.S. §39-3-206(2)(b), the Board of County Commissioners appointed an independent referee to conduct the hearing on an appeal of the decision of the County Assessor. The appointed referees' recommendation has been made after a hearing with the property owner.

It is recommended by the independent referee that the appeal of the petitioner listed below be denied.

Petitioner: Gregory Hood **Schedule No**. 1975-35-4-13-026 **PIN** 034271163

Fiscal Impact
None.

Reviewed By:
Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 160 It was moved by Commissioner _____ and duly seconded by Commissioner_____to adopt the following resolution:

WHEREAS, pursuant to Section 39-6-206(2)(a) C.R.S., the County Board of Equalization is required to review qualifying senior citizens property tax exemptions appearing on the assessment roll; and

WHEREAS, pursuant to Section 39-6-206(2)(a) C.R.S., the County Board of Equalization shall correct any errors made by the Assessor and whenever in its judgment justice and right so require, it shall raise, lower, or adjust any valuation for assessment and appearing in the assessment roll to the end that all valuations for assessment of property are just and equalized within the County; and

WHEREAS, pursuant to Section 39-6-206(2)(a), the County Board of Equalization shall receive and hear petitions from any person whose objections or protests have been refused or denied by the County Assessor, which hearings may be conducted by independent referees appointed by the County Board of Equalization pursuant to Section 39-6-206(2)9a), C.R.S.; and

WHEREAS, based upon the evidence and testimony presented to the Board on this date, the Board has determined to take the following action.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, acting as the Arapahoe County Board of Equalization ("the Board"), as follows:

1) Pursuant to Section 39-8-102(2)(i), C.R.S., the Board hereby accepts the findings and recommendations of the appointed independent referee, attached hereto, and adopts said recommendations as the final action of the Arapahoe County Board of Equalization, with the understanding that the Board hereby authorizes the Clerk or the Deputy Clerk to the Arapahoe County Board of Equalization to make minor administrative modifications to said referee recommendation to correct any calculation error or other similar mistake prior the Clerk's notification to the property owner and or their representatives.

2) The Clerk and Recorder is hereby directed to forward a copy of this Resolution to the Arapahoe County Assessor for further action as may be required by law.

3) The Board of County Commissioners respectfully requests the Arapahoe County Assessor to take appropriate actions with regard to this Resolution, as soon as possible.

4) The Clerk to the Board is hereby directed to notify the property owner of these actions.

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

Board Summary Report

Date: September 27, 2016

To: Board of County Commissioners

From: Dick Hawes, Department Director, Facilities and Fleet Management

Subject: Select Source Procurement Waiver – Replacement of Hail Damaged Mechanical Equipment at CentrePoint Plaza

Request and Recommendation

Facilities and Fleet Management (FFM) requests the Board of County Commissioners approve a resolution authorizing a Waiver of Purchasing Policies for a select source procurement with Legacy Mechanical, Incorporated to replace hail damaged mechanical equipment at the CentrePoint facility.

Background

This request was heard before the Board of County Commissioners at a drop-in session on September 26, 2016. It was recommended for approval by a majority of the commissioners in attendance and moved to the Consent Agenda with no changes.

Attested By: Dick Hawes

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign a waiver of the Arapahoe County Purchasing Policies for a select source procurement with Legacy Mechanical, Incorporated to replace hail damaged mechanical equipment at the CentrePoint Plaza facility.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

ARAPAHOE COUNTY
COLORADO'S FIRST

Board Summary Report

Date: September 27, 2016

To: Board of County Commissioners

Through: Ron Carl, County Attorney

From: Dan Perkins, Senior Assistant County Attorney

Subject: Adoption of the County's 2016 Updated ADA Transition Plan

Purpose and Recommendation

Adopt the County's 2016 Updated ADA Transition Plan to ensure continued compliance with federally mandated regulations governing accessibility of County programs, services, facilities, and rights-of-way to citizens with disabilities.

Background/Discussion

The Americans with Disabilities Act (ADA) of 1990 created an affirmative obligation on public entities, including counties, to create a plan of action to bring all public buildings, facilities, programs, services, and rights-of-way into compliance with new federal standards of accessibility to persons with disabilities. Over the course of the 25 years since the ADA was enacted, those standards have been refined and modified in response to evolving information concerning appropriate accessibility standards. The ADA built into its mandate a "safe harbor" provision permitting public entities, which have limited available funds, to set priorities and schedules to bring their programs, services, facilities, policies, and rights-of-way into compliance over time. The purpose of the "Transition Plan" is to set forth a public entity's plan to address its known deficiencies after a meaningful self-evaluative period, and to establish a record demonstrating its compliance efforts.

Under these conditions, since the passage of the ADA, the County has undertaken to implement a number of measures designed to bring its facilities, programs, services, policies, and rights-of-way into compliance with then-existing standards of accessibility. Because of changing standards, available County funds, and other considerations, the County has, from time-to-time, needed to reexamine its plan for accessibility, and to make changes to the estimates, priorities, and timetables.

In 2012, the federal government instituted significant changes to the implementing regulations governing ADA accessibility requirements. As a result, the County undertook the services of Meeting the Challenge, a disability rights advocacy and consulting group, which assisted the County in re-examining its then-current ADA compliance, with an eye toward adopting an Updated ADA Transition Plan. After considerable assessment, analyzation of results, and review of the County's short and long-term budgeting processes, the County has now put together an Updated ADA Transition Plan.

The updated plan is not a significant departure from the County's previous ADA compliance efforts; however, it does plan for some much-needed additions to the County's policies that affect disabled citizens. In addition, the Plan incorporates the most recent renovation, construction, and building plans for the County's Public Works, Fleet and Facilities, and Open Spaces departments. The Plan further provides a means for addressing recent minor accessibility issues raised by the State of Colorado at some Arapahoe County polling places ahead of the 2016 election season. The Plan also sets forth the County's intent to provide interpretive services for hearing impaired citizens through the Relay Colorado program. Finally, the Plan standardizes ADA accessibility and reasonable accommodation complaint procedures among the various County offices, such as the Sheriff's Office, the Human Services building in Aurora, and the County's other offices.

The Plan is not meant to be a rigid, inflexible schedule for compliance with the most recent changes to the ADA and implementing regulations; however, it is a general guideline to be used by County to set priorities for the expenditure of public money and to identify the areas where public money can be used to create the greatest positive impact on accessibility for disabled residents in the most cost-effective manner.

Reviewed By
Ron Carl, County Attorney

MOTIONS

Proposed Motion:

I move to **adopt/not adopt** the Updated ADA Transition Plan brought forward for today's public hearing for formal adoption.

Arapahoe County Government

ARAPAHOE COUNTY
COLORADO'S FIRST

Updated ADA/Section 504 Transition Plan

Year 2016

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Executive Summary

Arapahoe County has prepared this Updated ADA/Section 504 Transition Plan based upon the County's prior efforts to comply with its Americans with Disability Act Title II obligations, review and assessment of past and current regulations and statutory provisions pertaining to accessibility of programs, services, and facilities, a self-reevaluation (and its findings), public outreach and solicitation of public comment, and collaboration with citizens, stakeholders, and partners located throughout the County. The Plan sets forth a guide for improving the County's commitment to accessibility of all County programs, services, facilities, and transportation systems for the County's disabled citizens and ensures that the County will continue to strive for complete equality of accessibility in accordance with federal law. The County's continued success in improving accessibility in all aspects of the County's programs, services, and facilities will require continued monitoring and adjustment of the Plan particulars and a coordinated effort by County officials, partners, citizens, and other interested parties to apply the guidelines set forth in this Plan. The County encourages citizens, businesses, private and government officials, and other stakeholders to get involved in the continuing efforts to improve the County's efforts to meet its obligations under the ADA and Section 504.

Updated ADA/Section 504 Transition Plan

Year 2016

Introduction

The Americans with Disabilities Act (ADA), as amended, is a comprehensive civil rights law that requires equal opportunity for individuals with disabilities. It supplements and supports the federal government's prior disability rights law, Section 504 of the Rehabilitation Act of 1973 (Section 504). The ADA and Section 504 prohibit discrimination in, among other things, access to jobs, government services and communication. In setting its original transition plan, Arapahoe County engaged in an extensive self-evaluation to ensure that persons with disabilities have access to its employment opportunities, programs, services, facilities and benefits in compliance with Title II of the ADA and Section 504. Periodically, the County has reassessed its compliance with the obligations imposed by Title II of the ADA and Section 504, and has adjusted its focus to better serve the County's disabled citizens.

The County is obligated to observe all requirements of Title I in its employment practices and Title II in its policies, programs, and/or services and any parts of Title IV and Title V that apply to the County and its programs, services, and/or facilities.

In accordance with the ADA and with Section 504, this document shall serve as the Updated ADA/Section 504 Transition Plan for Arapahoe County (hereafter "the Plan"). Included in this document is consideration of the results of assessments that address compliance with the ADA and Section 504 within Arapahoe County's programs, services, facilities, roads and streets, and pedestrian rights of way. The ADA and Section 504 state that a public entity must reasonably modify its policies, practices, and/or procedures to avoid discrimination against people with disabilities. This Plan will assist the County in identifying current policy, program, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals.

The development of this Plan has occurred with the assistance of several individuals and departments, and with Meeting the Challenge, Inc., which has evaluated the programs, services, roads, and streets of Arapahoe County. Any comments, additions, or suggestions about this Plan may be directed to the ADA/Section 504 Coordinator (hereinafter "ADA Coordinator").

Arapahoe County has three ADA Coordinators. Their contact information is included with this Plan at Appendix A.

The Plan will be reviewed periodically and updated further as needed. A public hearing regarding this Plan will be held prior to the Board's formal adoption of the Plan, and the Plan may be further updated based on comments received from the public. Notice of a public hearing will be made at least two (2) weeks in advance of the hearing. Any other comments, suggestions, and/or additions to the Plan may be addressed to the County's

ADA Coordinator. This Plan may be amended by decision of the Board of County Commissioners for Arapahoe County.

Statement of Intent

Plan Mission Statement:

Through this Plan, Arapahoe County seeks to improve upon its provision of accessible services, programs, and facilities in a professional and effective manner to all citizens, facilitate economic growth and enhance the quality of life, public safety, and recreational and cultural activities.

Goals for the Plan

- Safety – To continue to provide, and where identified, improve upon the provision of a safe environment for all individuals who visit Arapahoe County facilities, use Arapahoe County vehicle and pedestrian travel ways, receive a service from the County, or who participate in any program or activity offered by or through Arapahoe County.

- Accessibility – To continue to ensure, and where identified, improve upon the assurance that all persons accessing County programs, facilities and services are reasonably accommodated regardless of disability.

- Functionality – To continue to ensure that reasonable accommodations provided by the County meet the requirements of local, state, and federal laws and regulations, as well as the needs of the public.

- Efficiency – To continue to provide, and where identified, improve upon the provision of the most beneficial services at a reasonable cost, without compromising the safety of the public and/or the functionality of the accommodations.

Purpose

The purpose of this Plan is to continue to ensure that all individuals are provided reasonable access to all Arapahoe County facilities, programs, services, and activities, and to update the County's current plan to identify next steps to ensure that County facilities, programs, services, and activities remain reasonably free from obstacles (whether physical or otherwise) to those individuals having one or more disabilities.

Title II of the Americans with Disabilities Act requires that local governments maintain a transition plan. A more complete articulation of the background of ADA transition plan requirements is set forth in Appendix B.

Focus

The Arapahoe County Board of County Commissioners believes that the ability to accommodate all individuals reasonably, regardless of disability, is essential to the County's provision of services directly to, and on behalf of its residents. Accordingly, as funds become available, and in accordance with obligations under the law, Arapahoe

County will continue to make reasonable modifications to facilities, programs, services, and activities, which modifications do not fundamentally alter the nature of the service, program or activity provided. Priorities will be given to the following:

- County offices
- County facilities
- County roads, sidewalks, paths, and other rights of way
- County programs and services
- County employees
- Places of public accommodation

Review and Development Process

This Plan is implemented pursuant to the requirements set forth in Title II of the ADA, and will assist the County in identifying any necessary policies and programs, any remaining physical barriers to accessibility, and any barrier removal solutions that will facilitate continued and improved access opportunities for everyone.

There are two types of accessibility: physical accessibility and program accessibility; both types of accessibility are required by law. The ADA Accessibility Guidelines (ADAAG) cover a wide range of facilities (including buildings, outdoor recreation areas and curb ramps) and establish minimum accessibility requirements for new outdoor recreation areas and for new construction, as well as alterations to these facilities.

Accessibility includes more than physical access; it also includes all policies, procedures and practices that permit people with disabilities to participate in programs and to access important information. The County may provide program accessibility by a number of methods, both structural and nonstructural.

This Plan will guide the planning and implementation of necessary program and facility modifications over the next several years in accordance with the ADA and the ADAAG. This Plan reflects the County's ongoing commitment to the development and maintenance of policies, programs, and facilities that include everyone.

To be effective, this Plan needs to be utilized in the annual planning of projects and funding decisions, and also needs to be reviewed for compliance and validity. Any remedies suggested in this document are subject to further investigation and are not binding. However, deficiencies should be addressed in a manner that results in compliance. Regular updates to the Plan will also result in monitoring compliance and the effectiveness of any priorities in the Plan itself. The County desires to make the most effective accommodations as efficiently as possible.

The County will determine a list of priorities for providing accommodations, improving services and benefits, and modifying facilities and pedestrian rights of way. The highest priority will be given to any barriers identified by members of the public. Data from the self-evaluation did not specifically identify physical barriers; however, this conclusion may change as input from the community is received through surveys or other monitoring methods.

To assist in the setting of priorities for coming years, the County engaged the services of Meeting the Challenge, an organization that assists local government entities in performing and interpreting self-analyses and goal-setting. Meeting the Challenge performed an audit of the County's infrastructure and buildings in 2013, and produced a report on October 31, 2013.

Citizen Input and Survey

The County also solicited input from County residents via an online survey. The survey was conducted over the course of six (6) weeks from April 4, 2016 through May 13, 2016. The survey solicited feedback from citizens concerning their experiences with County rights-of-way, pedestrian walkways, building access, parking measures, programs, services, internet presence, and other County initiatives. During the six-week survey process, the County received 83 separate responses, which provide significant insight into the issues of present concern to its disabled residents.

The results of the survey are included with this Plan as Appendix C.

In addition, before this Plan is fully and finally adopted and implemented, the County will accept input from the public, including interested residents and advocacy groups, at the meeting of the Board of County Commissioners at which the Plan is presented for adoption.

Recommendations

Recommended Actions:

Customer Service – In-person interaction with the public is one of the primary functions of many County departments and offices. The County has been developing policies to establish procedures for determining reasonable modifications to programs and customer services.

- Departments and offices may not charge any additional fees to persons with disabilities for modifying programs. As an example, the County may not charge for interpretive services for hard of hearing or deaf persons.
- The County will continue to provide accessible services such as parking (including van accessible parking), path of travel entry doors, signage and transaction counters at all customer service locations. The County should continue to evaluate these areas on a complaint-received and annual basis.
- The County will strive to ensure that modifications are provided in the most integrated setting without stigmatizing the user.
- The County will provide standard equipment at each customer service site to facilitate basic communication access using alternative formats. Equipment may include, but not be limited to, paper and pencil, hearing devices, access to the Relay Colorado 711 service technology, and a list of interpretive services.
- The County will ensure that access to interpretive services is readily available to persons who request such service.
- The County will continue to assess departmental policies to ensure they are updated and in full compliance with ADA Title II regulations.

- The County will allow the use of service animals to assist persons in accessing programs and facilities. Customer service personnel will be trained in the requirements for service animals. A draft of a proposed County service animal policy is located in Appendix D.
- The County will provide regular training for employees in the County who have contact with the public.
- The County will ensure that Relay Colorado 711 functionality is accessible and that staff is knowledgeable about the use of the service. Some TDD and TTY functionality will still be used by the Sheriff's Office and the County will ensure that such information is available and accessible to citizens who need it.
- The County has provided information regarding its obligation to make reasonable accommodations and the methods for requesting accommodations on its website and in pamphlets located in the Administration Building and at the Human Services Department.
- The County will ensure that educational materials regarding the ADA and Section 504 and explaining the means to require an accommodation are available in all of the County's courthouses and other County buildings accessible to the public.

Other Recommendations:

The updated assessment performed in 2013 identified examples of areas within County facilities and the public rights-of-way that are not in strict compliance with the 2010 standards and the 2005 Public Rights of Way Accessibility Guide (PROWAG). Noncompliant findings are to be expected because many of these facilities and rights-of-way were constructed prior to the adoption of the current (2010) ADA guidelines, changes to the ADA standards, and the anticipated adoption of the 2005 PROWAG standards, and are not required to be in compliance with the newest standards at this time.

The County has reviewed the survey results and examined the measures that were put in place as part of the initial transition plan. There was not a finding that those who are disabled have been prevented from accessing programs and benefits offered by the County, including benefits and programs offered by the Arapahoe County Department of Human Services, or access to information from the Clerk and Recorder's Office, the Treasurer's Office or Human Resources. Measures that have been implemented previously still provide adequate access to County programs and services for persons with disabilities at County facilities and public rights-of-way. As an example, improvements completed at the Arapahoe County main administration building as part of the initial transition plan, which included the main entrance ramp, automatic entry doors, and other improvements or accommodations, provide access for persons with disabilities to all of the public services offered at the facility. Therefore, even though there are areas in our facilities that are not in strict compliance with the 2010 ADA standards and guidelines, there are no known barriers to County services and programs for persons with disabilities. These areas, all of which were constructed prior to the 2010 ADA revisions can be altered when they are remodeled or otherwise subject to construction, which is when they will have to meet the 2010 (or any subsequent) standards.

Pedestrian facilities also provide adequate access to County programs and services which is evident by the absence of complaints and the instituted policies within the Concrete Repair Manual, dated December 2000. The manual details how an ADA/Section 504 accessibility issue is resolved in and out of the construction seasons. A copy of

the County's Concrete Repair Manual is included with this plan as Exhibit E. The County is still required by the 2010 ADA standard to address non-compliant pedestrian facilities when alterations are performed on public streets. The definition of an alteration is clearly defined by the Department of Justice and those alterations are performed mostly by Public Works and Development Department (PWD) with the majority of alteration projects occurring during the annual street maintenance projects. The alterations that PWD performs in the annual street maintenance project are asphalt overlays and roadway reconstructs. In addition, Capital Improvement Projects and private developers are required to design and construct all projects within the County to comply with current (2010) ADA guidelines.

The Facilities Department also will be required to meet the 2010 ADA requirements as it overlays or reconstructs parking lots and renovates or replaces County structures.

Training

The County will ensure that all appropriate employees are trained and knowledgeable about the Relay Colorado 711 system and that such training is provided on a regular basis. Further, appropriate County employees at the Sheriff's Office will be trained and knowledgeable about the limited TDD/TTY services provided by that office.

The County has previously contracted with Rocky Mountain Disabilities, Inc. to provide training on the ADA and Section 504 to all employees of the County who have contact with the public and to all supervisors and managers, and will consider renewing such training in the coming years. Such training is mandatory for employees and the Human Resources Department will keep records of the training. Training was provided to employees at the Human Services Department in 2014, and is scheduled to be repeated in 2016.

The County will strive to ensure that training is repeated every two years.

A list of the proposed training curriculum is attached as Appendix F.

Existing Facilities and Public Rights-of-Way Constructed Prior to 2010

Elements that have not been altered in existing facilities on or after March 15, 2012 and that comply with the corresponding technical and scoping specifications for those elements in either the 1991 Standards or in the Uniform Federal Accessibility Standards (UFAS) Appendix A to 41 CFR part 101-19.6 (July 2, 2001 ed.), 49 FR 31528. P A (Aug. 7, 1984) are not required to be modified in order to comply with the requirements of the 2010 standards.

The ADAAG, UFAS and the 2010 ADA Standards apply to "newly designed and newly constructed buildings and facilities and to altered portions of existing buildings and facilities," but not specifically to pedestrian infrastructure in the public right of way.

Compliance with the 2010 ADA standards will be accomplished in accordance with the provisions of the ADA, as amended, as part of major improvements or new construction funded through the Capital Improvements Projects.

In addition, pedestrian facilities located along roads in the annual street maintenance program that receive an alteration treatment, may have non-compliant items per the 2010 ADA standard that need to be addressed. Upgrades will be made when possible so that when the 2005 PROWAG is finally adopted by the federal government, the newest ramp and sidewalk installations will be in compliance. Further, Capital Improvement Projects and projects by private developers in the County will be constructed using the 2005 PROWAG guidelines.

Since all of these options are dependent upon the alteration budget, there could be unintended consequences to using the disproportionality rule to determine the amount of money spent on compliance with the ADA and Section 504. The County will be careful not to artificially restrict the alteration budget to minimize the amount of money required for compliance and will not adjust its maintenance treatments to avoid improvements that implicate ADA and Section 504 considerations, as that may not be the best pavement management practice. PWD is committed to maintaining roads in the most cost effective and efficient manner with a pavement preservation approach. This approach works to keep roads good by applying the right treatment at the right time. As a result of this approach, alteration-type treatments are used sparingly to maintain pavements.

In each option listed, issues that are not compliant with the ADA and Section 504 will need to be prioritized. This prioritization will need to be further developed and will be based on several variables which will include the following: non-compliant issue type, severity, location of issue, and road classification. Included with this Plan at Appendix G is the current year (2016) intended Curb Ramp Replacement Schedule, which addresses the most pressing alterations to the public rights-of-way in 2016. Similar replacement schedules are being planned for subsequent years.

New Construction, Alterations and Physical Changes to Facilities

The County will ensure that all buildings and facilities constructed by or on behalf of the County and any alterations made to County Facilities are constructed in full compliance with the requirements of the ADA, as amended, and its implementing regulations.

- From September 15, 2010 to March 15, 2012, state and local governments had the option of choosing to follow the 1991 Standards, the UFAS, or the 2010 Standards when making architectural changes to achieve program accessibility and for all new construction and alterations.

- On or after March 15, 2012, public entities must comply with the 2010 Standards in making architectural changes to achieve program accessibility and for all new construction and alteration.

Parks and Outdoor Spaces

The County will work to ensure that outdoor structures and facilities, recreational facilities, including, but not limited to multi-use trails, playgrounds, ball fields, and all other such facilities, are made accessible in compliance with the applicable provisions of the ADA, as amended, and its implementing regulations. The County will work to address specific citizen and advocacy group concerns as appropriate. Further, the County will monitor parks and outdoor spaces, as well as attendant parking and restroom facilities, to ensure that they comply with the applicable requirements under the ADA, as amended, and its implementing regulations.

A list of the current Arapahoe County Open Spaces Projects for the 2016 calendar year is attached to this Plan as Appendix H.

Voting and Election Locations

Voting is one of our nation's most fundamental rights and a hallmark of our democracy. Several federal laws, including the ADA, protect the rights of voters with disabilities. The County is committed to complying with its obligations under these federal laws to ensure that all citizens eligible to vote have the opportunity to do so, and are not prevented or hindered in any aspect of the voting process because of a disability.

The County has made accessible all aspects of the voter registration process, and provides assistance in the registration process to disabled citizens upon request. No otherwise eligible citizen will be disqualified from registering to vote on the basis of a mental health, intellectual, or physical disability.

The County has ensured that all polling places are accessible to citizens with disabilities, and will provide reasonable accommodations at polling places upon request. The County is also reassessing the ramp access to its polling locations to ensure either that any ramps not compliant with applicable standards are replaced or modified, or that alternative access meeting all election accessibility requirements is provided for all local, county, state, and federal elections. Any new or additional polling locations election-to-election will comply with current regulations for accessibility. In the event an otherwise eligible voter with a disability cannot be accommodated reasonably at a polling location without undue burden, the County will make arrangements to ensure that the citizen is permitted to vote at an alternative location that can accommodate that person's disabling condition.

The County has ensured that voting systems are accessible to voters with disabilities, including citizens who are blind or visually impaired. Furthermore, the County will provide assistance or alternative methods of voting in the rare circumstance that the voting methods adopted by the County cannot accommodate a voter's disability.

Equal communication by County election officials with voters with disabilities will be ensured by the use of auxiliary aids and services where necessary, and where the use of such auxiliary aids or services would not result in a fundamental alteration or undue financial and administrative burden to the County. Poll workers and other election officials will be provided instruction in addressing requests for accommodations, auxiliary aids and services, and other issues that may arise during County elections.

ADA/Section 504 Complaint Procedure

The ADA requires the County to implement a complaint procedure to assist the County in becoming aware of and resolving disability-related issues on County property, in County buildings, and involving County programs and services. The County and the Sheriff's Office have maintained complaint resolution policies since the requirement was implemented; however, those policies have not been standardized. The Complaint Procedures listed in this Plan are intended to standardize the procedure across the County offices and ensure that citizens have one easy-to-understand set of rules to follow when bringing an ADA-related issue to the County's attention.

The County's amended ADA Complaint Procedure is enclosed at Appendix I, along with a reproduction of the current complaint policy implemented by the Arapahoe County Sheriff's Office. The language has been standardized as much as possible and the procedures for submitting a complaint or appealing decisions have been made consistent between the County and the Sheriff's Office.

APPENDIX A – ADA Coordinators[1]

Administrative Offices

Patrick Hernandez
Director of Human Resources
Arapahoe County
5334 S. Prince Street
Littleton, Colorado 80120
Phernandez@arapahoegov.com
Office No. (303) 795-4482
Disabled and Hearing Impaired Assistance: dial 711 (Relay Colorado)

Human Services

Martha Lovato
Operations Division Manager
Department of Human Services
14980 E. Alameda
Aurora, Colorado 80017
Mlovato@arapahoegov.com
Office No. (303) 636-1594
Disabled and Hearing Impaired Assistance: dial 711 (Relay Colorado)

Sheriff's Office

Jon Takayama
Manager of Human Resources
Arapahoe County Sheriff's Office
1301 E. Broncos Parkway
Centennial, Colorado 80112
Jtakayama@arapahoegov.com
Office No. (720) 874-4118
Disabled and Hearing Impaired Assistance: dial 711 (Relay Colorado)

[1] The identities of the ADA Coordinators may change. Updated information can be found on the Arapahoe County website, pamphlets located in all Arapahoe County Buildings open to the public, or by contacting the Arapahoe County Human Resources Director at (303) 795-4482.

APPENDIX B – ADA/Section 504 Background

Disability Access Laws

Title VI of the landmark Civil Rights Act of 1964 prohibits government agencies from discriminating on the grounds of race, color or national origin. The rights of persons with disabilities are protected under Section 504 of the Rehabilitation Act of 1973, and even further under the Americans with Disabilities Act of 1990.

Title II of the ADA requires state and local governments to provide persons with disabilities an equal opportunity to benefit from government programs, services and activities.

Title II dictates that state and local governments with 50 or more employees must develop self-evaluation and transition plans to make their programs, services, and facilities accessible.

Regulatory Agencies and Resources

The United States Congress has given the United States Department of Justice the authority to enforce Title II of the ADA and to coordinate other federal agencies' enforcement activities under Title II. In 1973, the United States Congress established the United States Architectural and Transportation Barriers Compliance Board as an independent federal agency tasked with preparing guidelines to standardize physical accessibility requirements. The United States Architectural and Transportation Barriers Compliance Board prepared the 1984 Uniform Federal Accessibility Standards and the 2004 Americans with Disabilities Act Accessibility Guidelines.

In 2010, the United States Department of Justice published a revision of accessibility requirements incorporating updates of Titles II and III of the ADA, and the 2004 update of the Americans with Disabilities Act Accessibility Guidelines. Together, the updated ADA and 2004 Americans with Disabilities Act Accessibility Guidelines comprise the United States Department of Justice's "2010 ADA Standards for Accessible Design."

The United States Department of Transportation is the agency responsible for overseeing state and local governments' compliance with Title II of the ADA regarding transportation systems including highway, railroad, transit, maritime and aviation. The Federal Highway Administration, a division of the United States Department of Transportation, is responsible for implementation of pedestrian access requirements in the public road right-of-way.

Disability Defined

Under the ADA, a qualified individual with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities. The two primary areas of disabilities that are typically accommodated in pedestrian facility design are mobility and visual impairments, but hearing and mental impairments can also be accommodated.

Technical Requirements

Minimum design criteria for accessible pedestrian facilities has been established and published by federal and state regulatory agencies. It should be noted that the ADA has no effect on any state or local regulations that provide protection for individuals with disabilities at a level greater than that provided by the ADA.

Required Improvements and Exceptions

The United States Department of Justice has made a distinction between the accessibility requirements that apply to new construction, altered construction, and maintenance activities. The United States Department of Justice has also recognized that exceptions to the design standards are allowed when applying the standards may be technically infeasible, structurally impracticable, or threatens historically significant features of a qualified historic facility.

Undue Burden

Arapahoe County is committed to ensuring that everyone has access to its programs, benefits, services, and facilities. The County is not required to take action, however, when it can demonstrate that the action would result in a fundamental alteration in the nature of a program or activity, or would create a hazardous condition for other people or would represent an undue financial and administrative burden.

The determination that an undue financial burden would result must be based on annual evaluation of all resources available for use in a program. For example, if a barrier removal action is determined to be unduly burdensome, the County may consider other options for providing access.

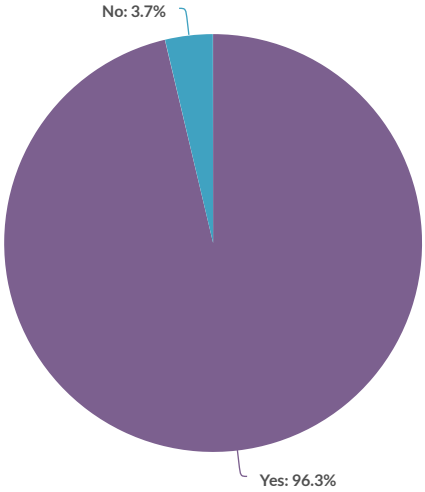
APPENDIX C – Results of the Arapahoe County Disability Survey

Response Counts

Completion Rate: **100%**

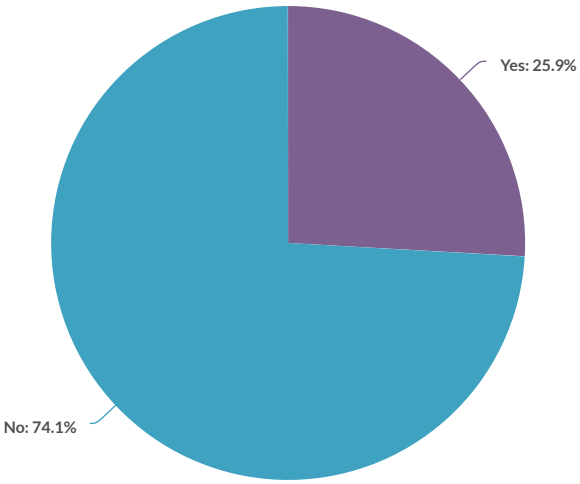
Complete	83
Partial	0
Disqualified	0
Total	83

1. Have you ever visited a facility or used any program or service provided by Arapahoe County Government?(This could include visiting County facilities to vote, renew your driver's license or motor vehicle registration, obtain career/employment services, Senior Services, Human Services attend court or any use any other Arapahoe County program or service.)



Value	Percent	Count
Yes	96.3%	78
No	3.7%	3
	Total	**81**

2. When visiting an Arapahoe County facility, using a County service or receiving assistance through the County, have you experienced any barriers (physical or otherwise), obstacles or other constraints that hindered your access to County buildings, parks, trails, services and/or programs?



Value	Percent	Count
Yes	25.9%	21
No	74.1%	60
	Total	**81**

3. If you answered yes to Question 2 please describe the barrier, obstacle or constraint you experienced. If you can, please also include information about the location (i.e., building, park or other facility) related to your experience.

20 Total Responses | Show Responses

Count	Response
1	Not enough disability parking. When the weather is bad the areas are not clear enough to walk .
1	1. At the County building on Prince, there is not a parking space with a wide enough striped area for using a van ramp and unloading a wheelchair. 2. There is not a "Van Only" marked space. 3. Per Colorado law, cars with placards who are parked in "Van Only" spots need to have warnings/citations or removal of placard.
1	At the county bldg on Prince Street the ramp to access the building is very steep, it is very difficult to walk up and down when using a mobility aide of any kind. Also there is never enough handicap parking spaces.
1	Aurora motor vehicle registration has chairs that I cannot set in while I am being served as they are too low and no arms to assist rising from. I have difficulty standing up due to permanent leg strength issues. I need arms or ADA height seating rise, so I stood.
1	Disabled parking not being closer to the courthouse or the huge ramp going into the detention facility.
1	I believe it is a good investment for some A-County employees to be sign language proficient, especially at DMV offices.
1	I was not able to apply for LEAP because I could not get out to make photo copies of documents required. I do not have a car. I have lived at the same address for 18 years. It is too hard to apply for services.
1	Motor vehicles in Aurora needs a chair near or in the line where people have to stand to get a handicapped parking hanging plastic sign. I was very tired following surgery and had to stand to hold my place in line.

1	Park trails that are not accessible to wheel chairs
1	Riverwalk trail needs to be much more handicapped walker friendly. I need to walk with a walker or walking sticks. Bikers are so rude and should be monitored on how they treat walkers.
1	South suburban parks are tough to get around if you have mobility issues. Their trails aren't very accessible. I'm still walking, but have trouble on uneven ground, and their classes don't have time built in to allow me (us) enough to to get around. I'm not sure what the answer is, because I understand that paving trails isn't good.
1	The number of Handicap Parking spacing not available.
1	There is inadequate parking, handicapped and otherwise at the Driver's license/motor vehicle facility on Center St off Chambers. The employees and systems are excellent but you need more and safer parking for Trucks etc.
1	Using the outdoor hot tub at Buck Center. This hot tub needs two things to make it accessible: Standing handrails on both sides for people with some walking disabilities and a handicap chair lift for people who cannot walk and would like to use the hot tub. the pools inside are all fine.
1	Virtually all county offices are an hour or more from our community (Byers). Inspectors are rude and mad when they have to come here for normal business.
1	We are treated like a second class citizen at Centre point due to where you have the tdd phone; this is the only tdd phone in the building so while others can just pick up a phone and use it; we have to ask to use it. Glad this county finally got wifi but at times the wifi does not work so we need tdd access in all the county buildings where the public is likely to be; there is none in lima plaza!!! thats all the buildings too!
1	n/a
1	parking
1	stairs
1	waiting for over 2 hrs to get driver's license renewed (back in October 2015). Need more educated clerks who do their job expeditiously - and not lazy or very slow on energy and caring. Also a drink machine or water bottles would be a nice offering for such a long wait. Everybody doesn't go around with a thermos or bottled water. There are too many things to list here about the inefficiency of this office.

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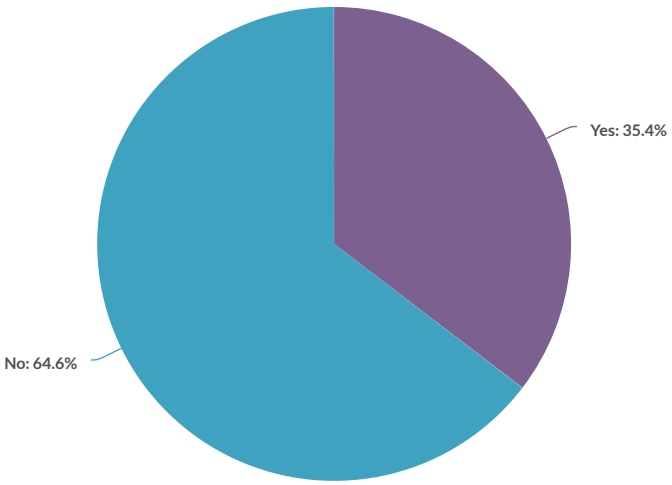
4. With respect to County maintained streets, intersections, sidewalks and pedestrian pathways, are you aware of any the following: Street segments, sidewalks, walking trails or other pedestrian pathways that are missing, inaccessible or in poor condition. Intersections or street crossings (mid-block or otherwise) where your ability to cross the street is affected by medians and/or traffic signals? Locations where curb ramps are inaccessible, poorly maintained or do not exist. Or, other obstructions or barriers on County-maintained rights of way, pedestrian pathways or other publicly accessible areas.



Value	Percent	Count
Yes	35.4%	28
No	64.6%	51
	Total	**79**

5. If you answered yes to Question 4, please provide additional information, such as location, address, date and/or condition so we may better understand the nature of your concerns.

27 Total Responses | Hide Responses

Count	Response
1	During adverse weather especially snow, the roads near the intersections need to be completely clear so you can make a turn without getting stuck in the big piles of snow and slush.
1	4411 South Fox Street
1	Byers parks/pedestrian walkways need serious attention.
1	Comanche Crossing Sub-Division Strasburg Streets not maintained well enough for the amount our properties are taxed.
1	County road 129, between Quincy and County Line roads. After any rain or snow.
1	Curb cuts on long blocks such as in our neighborhood mean traveling long distances to get across the street
1	Manila Road is not in the greatest shape and the streets in the Box Elder Creek Ranches subdivision southwest of Bennett are crumbling.
1	My house sit of a green belt (5441 S Valdai Way). The sidewalk to the south of my home doesn't have a ramp. There's a gentleman who rides in a wheel chair struggles to cross Valdai Way due to no ramp. The mothers taking their kids to school in strollers have issues also.
1	Need a pedestrian bridge @ South Franklin and the Highline Canal.
1	No sidewalk South of E. Quincy Avenue from just east of S. Reservoir Rd. to S. Halifax Way. It is dangerous here due to traffic on Quincy and poor drainage conditions in this area as well.
1	Not Arap. County maintained, but, there is still a problem with cyclist who use the Highline Canal path (Denver Water property) crossing Yale just west of S Holly Pl. Many do not use the crossing provided, and create a huge hazard for themselves and traffic. When is that project going to be done that is planned for Yale from Syracuse to Dahlia??!!
1	Our Street has been plowed in 8 years. Today is 3/24/2016 it is 3:45 pm. Yesterday we received over a foot of snow. South Andes Cir in Sienna subdivision has yet to be plowed. We have a couple of autistic kids that live in our neighborhood, mine included.
1	Riverwalk paths seem to have been taken over by bikers and some are rude. Put up signs to remind bikers to tell those walking that the biker is near. Walking should always have the right of way.
1	Snow clearance of sidewalk intersections is poor.
1	Snow removal - may be county or subdivision. Along Arapahoe Road from Holly to Broadway and Holly from Arapahoe to County Line - sidewalks are impassible for anyone. Bus customers cannot get to bus stops, and disabled people are totally without ability to use sidewalks. We noticed people walking in the street on Holly - dangerous for both pedestrian and drivers trying to avoid them.
1	The sidewalks along Orchard Road between Cherry Creek Drive and Havana are impossible for anyone in a wheelchair to navigate after a snow storm. The plows dump the snow on the sidewalks, no one maintains/shovels these sidewalks and even if someone did shovel them the curb cuts are clogged with snow. This is totally unacceptable. My daughter uses a power wheelchair to get around and she is unable to be independent for weeks after a snow storm and must rely on her parents to help her get places. This is very frustrating for her and us. Something need to be done.
1	The sidewalks are seldom, if ever, cleared of snow and ice on major streets like Buckley. Combined with the slope, it is dangerous, if not impossible, for people with disabilities and others. Homeowners are generally good at getting sidewalks in front of their homes cleared, but the city does a terrible job. For those of us unable to drive for medical reasons, this presents a major obstacle to walking for groceries or to the pharmacy. Also, with absolutely NO snowplow service to residential streets, crossing the street is a problem for those with disability. Again, inches of slush, snow and ice present a dangerous situation when crossing the street.
1	The snow and ice never seem to be removed from the public sidewalks. The sidewalks on Buckley between Orchard and Smoky Hill are covered in ice and snow for days after any winter storm. Never cleared, and no ice melt!! Further, since the side streets are never plowed, it is virtually impossible to get across the street to get to the sidewalks cleared by the good citizens of Centennial in front of their homes.
1	The snowplows push all the snow from the street in front of the curb ramps. They are inaccessible until the snow melts.
1	Timing for a person in a walker crossing the street is definately a problem. Especially when they have multiple sclerosis or other physical limitations. A special button for handicapped allowing more time to cross would be a great idea.

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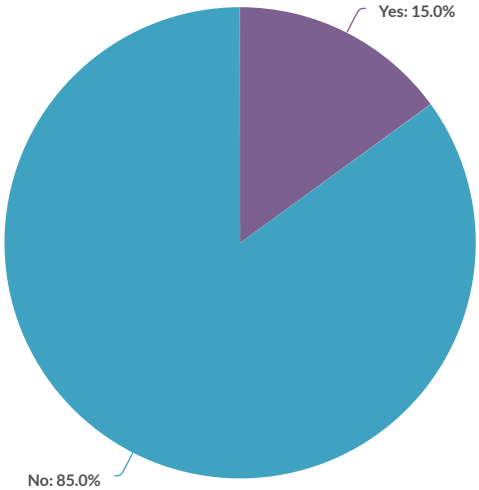
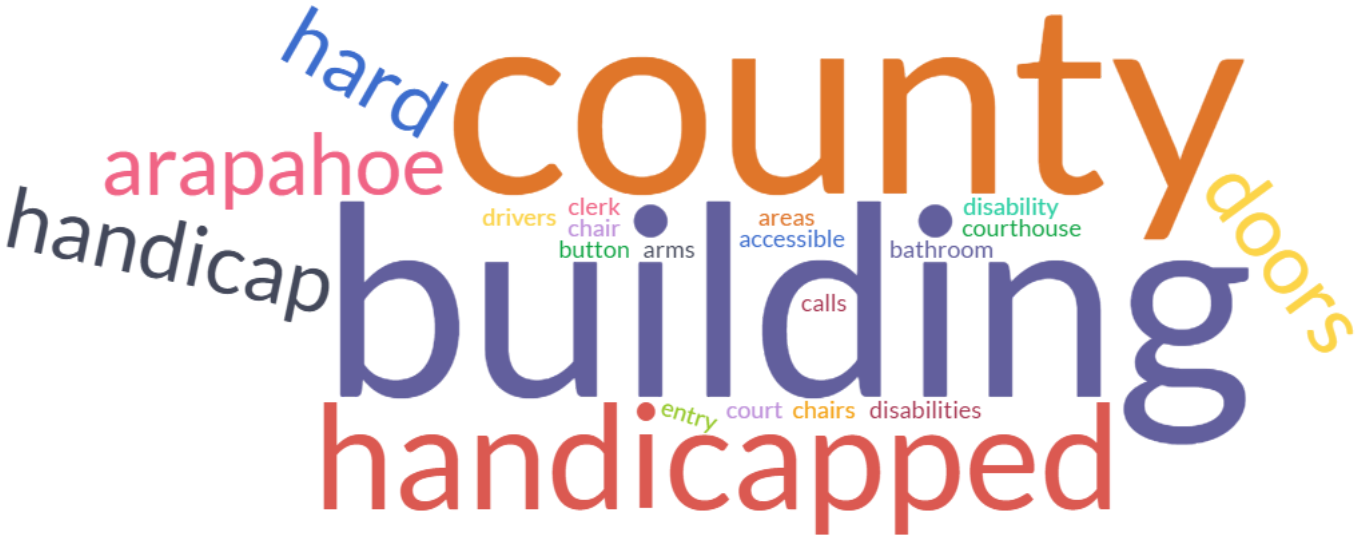
6. When visiting County buildings or facilities, have you ever experienced any physical barriers, obstacles, or constraints of any kind which prevented, hindered or otherwise adversely affected your ability to: Enter or exit a County facility? Use any portions of the buildings (restrooms, vending machines, kiosks, parking spaces, public computers or desks, etc.) open to the public.



Value	Percent	Count
Yes	15.0%	12
No	85.0%	68
	Total	**80**

7. If you answered yes to Question 6, please describe the barriers, obstacles or constraints you have encountered and identify the County buildings at which they occurred.



12 Total Responses | Hide Responses

Count	Response
1	Motor vehicle is so jampacked with people that it's sometimes hard for people with disabilities, especially in wheelchairs to maneuver around the people that are standing around.
1	At the county court house, handicapped parking fills up quickly and there is not enough.
1	Co Clerk license plate renewal. Chairs at window have no arms and are low as my disability is standing up from a seated position. Had the same problem at the drivers license renewal office.
1	Courthouse having heavy slow exit doors that even when pushing the handicap button & waiting for the doors to open takes too long for some to stand up & wait for.
1	Parking spaces at county offices are too small for those of us with from the rural areas who only own large trucks.
1	Several years ago, I recall the Women's bathroom accessible stall on the first floor of the Prince building being extremely narrow for a wheelchair.
1	The number of Handicap Parking spacing not available.
1	The ramp at the prince street building is very steep.

1	The tdd phone in the main county building; well it would be nice to have a chair near by as sometimes we make lots of calls and you have no place to sit. Though since you got wifi; we can reach the relay via the online relay and we can sit for that. JUst an fyi for the future or if you intend to replace as its at times hard to work the tdd when you are standing.
1	We need more handicapped parking places at the Arapahoe county building off Prince.
1	You need more handicapped parking at the Arapahoe county building on prince. Fix the handicapped entry doors at the building so that they wirk
1	stairs

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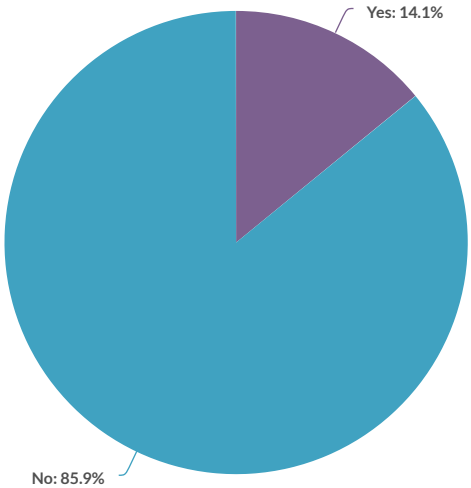
8. Have you experienced any other issues or concerns with any Arapahoe County services, programs, facilities, roads, or other publicly controlled County property, which you believe would not have occurred or existed in the absence of your disability?



Value	Percent	Count
Yes	14.1%	11
No	85.9%	67
	Total	**78**

9. If you answered yes to Question 8, please describe your experience so that we may better understand the nature of your concerns.

11 Total Responses | Hide Responses

Count	Response
1	Altura Plaza classrooms are packed with way too many tables and chairs not able to get through the aisles comfortably.

1	Arapahoe County unlike nearby counties does not provide any free transportation for disabled persons. Both seniors and disabled could really benefit from free local transportation to get around. As for me, I am visually impaired and can not drive. This would be really helpful at times.
1	Due to poor vision, it is difficult to judge the distance between the curb and the street, especially at intersections near the homes for persons with low vision.
1	How effective is the Developmental Disability Mill Levy being spent? As seen in Denver County, their mill levy money was being misused by Rocky Mountain Human Services. How is the county ensuring Developmental Pathways is properly using the mill levy? Since clients can switch community center boards, how is Developmental Pathways controlling so only Araphaoe County clients are receiving those funds? Not everyone with a developmental disability in Arapahoe County is being served by Developmental Pathways.
1	I'm on disability, so my son receives benefits. His father receives the money and your system shows that information. I also pay hI'm child support, which you can see on your system, yet all that money counts against me when I'm trying to get help. I don't think that's ok.
1	Living in rural eastern Arapahoe County should be considered a disability. We have minimal services available to us out here. We feel the county only cares about the urban areas. This must be fixed. We pay county taxes too, and don't have the benefit of living in the city with city services. Arapahoe County is failing its eastern communities. Have you seen Deer Trail? It looks like an abandoned town with all the junk. Please focus more energy helping us bring our communities into 2016. Even our internet is less than adequate!
1	Not sufficent handicapped accessable parking spaces at the Housing Authority buildings.
1	Pot holes on maintained county roads making it hard on disabled persons with chronic pain to travel on. Because if the pot home is hot by the persons vehicle it could cause them extra pain or elevate pain or even in some cases cause new pain. Which could be avoided if the roads where maintained better.
1	See above. We need much better snow and ice removal throughout the city.
1	Some employees are rude to handicapped people
1	dark roads

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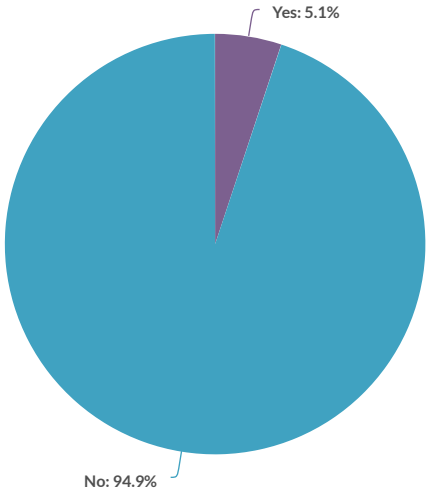
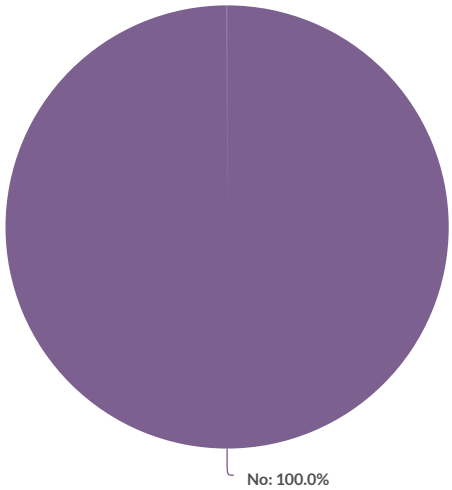
10. Have you ever raised a disability-related concern to Arapahoe County regarding your ability to equally access County programs, services, facilities, roads, or other publicly-controlled property? If your answer is yes, please answer Questions 11-13. If your answer is no, please skip to Question 14.



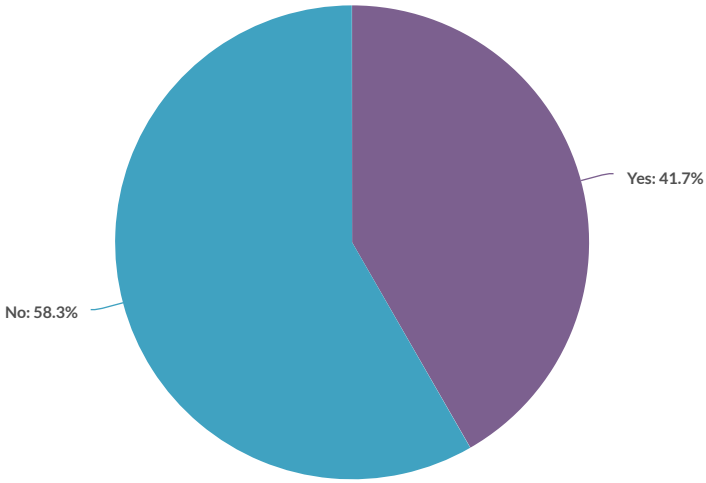
Value	Percent	Count
Yes	5.1%	4
No	94.9%	74
	Total	**78**

11. When raising your concerns, did you use the County's ADA Complaint process?



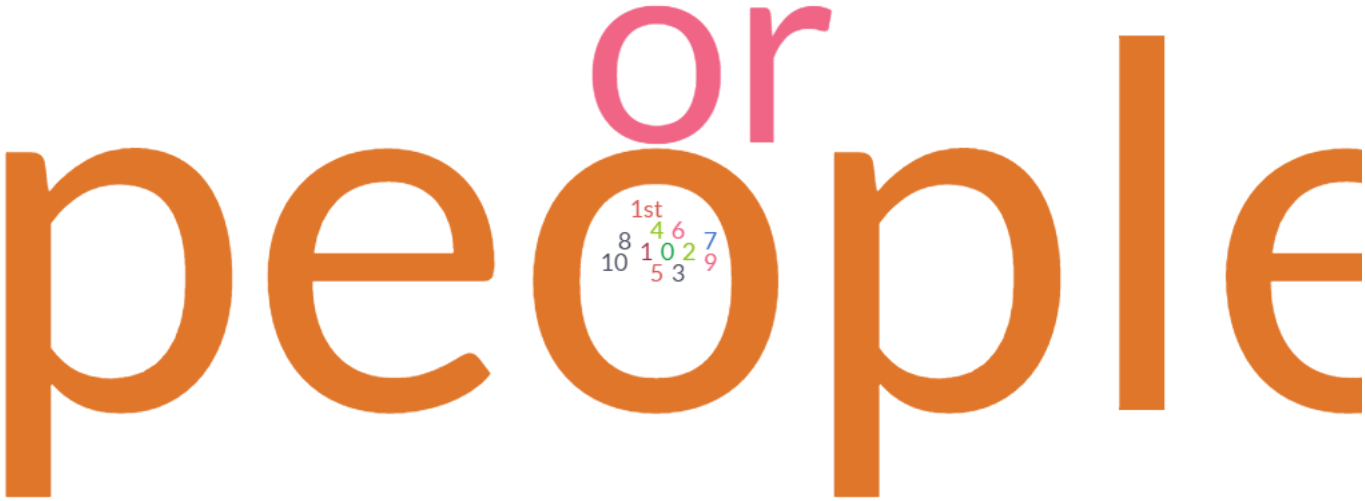
Value	Percent	Count
No	100.0%	30
	Total	**30**

12. Regardless of whether or not you used the County's ADA Complaint process, were your concerns addressed to your satisfaction?



Value	Percent	Count
Yes	41.7%	10
No	58.3%	14
	Total	**24**

13. If you answered “No” to Question 12, please describe your experience with the County when raising your disability-related concerns and let us know what you believe the County could have or should have done better to more adequately address your concern(s).



21 Total Responses | Hide Responses

Count	Response
1	11915 E Virginia Pl
1	14353 e 1st Dr #104
1	2142 So. Fulton Circle unit 101
1	25872 East 5th Place
1	4411 South Fox Street
1	5767 S Nepal Ct 12
1	6166 South Forest Court
1	8067 S. Newport Ct.
1	8224 S QUEMOY CIRCLE
1	County has not taken any action on snow removal following storms.
1	I feel that disabled & elderly people who live in unincorporated areas don't have access to the same programs as others do. Such as transportation in the more rural areas where there is no public transportation.
1	I have left several messages with no call back. Last week a county truck #3267 plate 326-AVJ was parked in a handicapped space at the fairgrounds with no placard on the rear view mirror. There were lots of open handicapped spaces available but the truck was parked illegally if I have to follow the law why doesn't the county.
1	It would be helpful to individuals living in the apartments the School for the Blind purchased on S. Lowell St. to have some way to judge the distance to the edge of the curb. The traffic on S. Lowell and Bowles is heavy and the lack of awareness to the edge of the curb is dangerous.
1	It would be nice to know if the county or city of centennial has any senior/disabled transportation assistance.
1	Never had an issue
1	Not enough handicap bathrooms. One is not enough in high frequented facilities.
1	People who have had hip replacement need a place to sit; when office is crowded, it's not like in the South where people have manners and respect - no one offers you a seat. It's horrible conditions in the office where you get your driver's license renewed.
1	The court house; while its arapahoe county building; the judges are controlled by the state while the ada is through you? not sure how this works but we do know it doesnt work and no use in complaining as no one cares it works either! by the way; the sheriffs dept does not beleive in abding by the ADA when it comes to the deaf / mute community when they are harassing you like they do on a regular basis in unincorporated. You ever try to communicate when your are being restrained and you cant talk? its impossible and this is a violation of the ADA but no one cares in this county as you allow the rotten sheriff to do as they wish!
1	This is a waste of time, people with disabilities are considered second class citizens, When building new buildings or making modifcations to existing buildings do you EVER consult someone who IS disabled to ask for their input?
1	n/a

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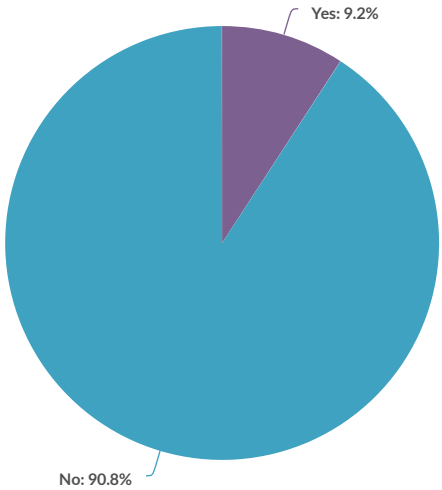
14. If you have visited the County's website, do you have any concerns about the accessibility of the website for citizens with disabilities?



Value	Percent	Count
Yes	9.2%	7
No	90.8%	69
	Total	**76**

15. If you answered yes to Question 14, please describe your concerns about the accessibility of the County's website.

7 Total Responses | Hide Responses

Count	Response
1	I suggest that you get in touch with Tom at the center for the Blind because he is a specialist in helping people with low or no vision and there are things that would make the web site more accessible.
1	I'm not disabled and rather computer savvy and I still find the website very, very confusing and difficult to find what I need.
1	No concerns. I find it easy to use.
1	Not sure but it should be completely accessible to people who are blind. Also the font sizes have to be much bigger for people with low vision
1	Rural communities in Easter Arapahoe County have dismal internet connections with no alternate options. Bijou Telehones best services doesn't even meet minimum requirements. Help us!
1	TTY info
1	YOu do not ensure the deaf / mute community is able to access your latest BS called the telephone town halls. You knew we were going to call in on the first one and we couldnt call in and there was no one on hand to fix the issue

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APPENDIX D – Proposed Policy on Service Animals in County Buildings

Arapahoe County Service Animal Policy

Approved by County Attorney's Office:

Approved by the BOCC:

Purpose: The purpose of this policy is to confirm Arapahoe County's commitment to providing access to our facilities, programs and services to all citizens and to provide guidance to Arapahoe County employees encountering citizens with service animals.

Definitions:

"Service animal" is defined as a dog individually trained to do work or perform tasks for the benefit of an individual with a disability. **Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the Americans with Disabilities Act ("ADA").** Miniature horses qualify as service animals if (1) it is individually trained as a service animal, (2) is of the type, size and weight that can be accommodated in the facility, (3) its handler has it under sufficient control, (4) it does not urinate or defecate in the facility, and (5) it does not cause a fundamental alteration to a program or constitute a direct threat.

"Direct threat" to the health and safety of others may be present if the service animal is snapping, growling, biting, urinating, defecating, blocking egress, and presenting other similar behaviors.

Scope:

This policy applies to all Arapahoe County facilities, programs and services.

General Policy:

Service animals are allowed in all Arapahoe County facilities where the public is normally allowed to go unless the service animal poses a direct threat, a fundamental alteration, is not housebroken or is not under the control of the individual with a disability.

Policies and Procedures:

Identifying service animals

The County does not require documentation or certification that a dog or miniature horse is a service animal. If a dog or miniature horse appears to be a service animal, no inquiry is permitted. Should it not be readily apparent that a dog or miniature horse is a service animal, the employee may:

1. Politely stop the patron and notify him/her that animals are not allowed in County buildings.

2. If the patron says the dog or miniature horse is his/her service animal, the patron should be allowed to enter/remain in the building with the animal.

3. If the employee has questions or concerns about an animal, they should contact their supervisor and the ADA Coordinator.

Alternatively, an employee is permitted to ask the following two questions:

1. If the animal is required because of a disability?; and

2. What work or task has the animal been trained to perform?

Control over the service animal

Service animals must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the service animal through voice, signal or other effective controls.

If an employee feels that a service animal poses a direct threat, fundamental alteration, is not under control or housebroken, they should:

1. Notify their supervisor.

2. The supervisor will then ask the patron/visitor to correct the situation and bring the service animal under his/her control. If the handler does not take effective action to correct the situation, the supervisor will ask the handler to remove the service animal from the premises with the understanding that the handler is welcome to return without the service animal. The handler must be allowed to return without the service animal if he/she desires.

3. Employees will report any aggression, injuries, or damages caused by a service animal to the ADA Coordinator and Risk Management and designated staff will report them to animal control. Animal Control determines whether the service animal was "at fault."

APPENDIX E – Arapahoe County Concrete Repair Manual

Arapahoe County Colorado

Department of Development Services
& Infrastructure Management

Concrete Repair Policy Manual

Arapahoe County Administration Building
5334 South Prince Street . Littleton, Colorado 80166-0001
(303) 795-4640

DEPARTMENT OF DEVELOPMENT SERVICES/INFRASTRUCTURE MANAGEMENT

Concrete Repair Policy Manual

December, 2000

PREPARED BY:

Jonathan O. Heese
Engineering Inspector

RECOMMENDED FOR APPROVAL BY:

David M. Schmit, P.E., Director DSIM

James E. Pankonin, P.E., Engineering Division Manager

APPROVED BY BOARD OF COUNTY COMMISSIONERS:

BOCC Chair	Date	Resolution No.
	12/21/00	002003

Arapahoe County
Department of Development Services/Infrastructure Management
5334 S. Prince St.
Littleton, CO 80166-0001
(303) 795-4640

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CONCRETE REPAIR POLICY STATEMENTS

1. It is the policy of Arapahoe County Department of Development Services and Infrastructure Management ("DSIM") to immediately make safe any hazardous condition developing within County right-of-way. A hazardous condition would include a significant tripping hazard located in a high traffic pedestrian area. In some instances temporary repairs, such as an asphalt patch, may be performed until more permanent repairs can be scheduled. Permanent repairs occur as allowed by annual repair budget amounts.

2. County contractors, County Road and Bridge crews and private contractors may repair damaged concrete in the public right-of-way. Property owners may have repairs made by private contractors at the property owner's expense. Work performed by private contractors must conform to current Arapahoe County Standards and Specifications, and requires a County permit. Further information regarding the permitting process may be obtained by calling 303-795-4640.

3. DSIM believes that good drainage extends pavement life. For this reason concrete replacements are generally scheduled in advance of County roadway reconstruction and maintenance projects. Additional repairs are prioritized from throughout the urbanized areas of unincorporated Arapahoe County from the County's Concrete Repair Database. Distress type, distress severity, incidence of Maintenance Request Forms ("MRF"), and annual budget amounts help to define concrete replacement priorities. When possible, alternative maintenance techniques may be scheduled to bring existing concrete structures up to an acceptable level of service.

4. Concrete repairs can be requested through the Engineering Division (303-795-4640) or Road & Bridge (303-792-5016) offices. After MRFs are received they are assigned to a member of the DSIM Maintenance Team who will then evaluate the complaint. The DSIM Maintenance Team consists of staff members from both the Engineering and County Road and Bridge Sections of DSIM. The team members shall utilize the "Condition Classification Chart for Concrete Improvements" in the evaluation process, which follows in this document. Engineering attempts to evaluate concrete conditions for the entire roadway segment listed on each MRF and enter this data into the Concrete Repair Database.

5. A Maintenance Team supervisor shall select the most economical approved repair method. The minimum repair or replacement section (five feet in length for curb and gutter and combination curb and gutter) required to alleviate unsafe or highly distressed conditions may be the only work scheduled for completion.

6. Repairs are generally scheduled during the fall and winter months prior to the beginning of the annual construction season. DSIM will complete as much work on an annual basis as allowed by the budget. Work that is not completed in the year it was originally scheduled will be re-prioritized and re-scheduled.

7. Sections that have had temporary repairs to correct hazardous conditions may be given priority over other repairs.

8. Contract concrete replacement crews are generally scheduled to work in as many areas of the County as required to accomplish the County's concrete repair goals in any given year. Road & Bridge ("R&B") concrete replacement crews perform high-priority repairs and routinely complete maintenance request repairs and repairs in other locations and instances that may not be feasible for completion by outside contractors.

9. It is the policy of DSIM to fully comply with all provisions of the Americans with Disabilities Act of 1992 ("A.D.A."). Arapahoe County will install new handicap ramps according to the procedures and policies established within this document. (See American's with Disabilities Act Section following).

10. The County's Concrete Replacement Program is prepared on an annual basis and is generally available for review at the DSIM offices after April 15. Please call 303-795-4640 for more information on the plan.

INTRODUCTION

This Concrete Repair Policy Manual, including the "Condition Classification Chart for Concrete Improvements," is utilized as an aid for DSIM staff to evaluate and schedule repairs in a consistent manner for many of the concrete assets maintained by the County.

This document establishes the criteria for concrete repair and replacements by Arapahoe County DSIM. It is intended to be a guide for evaluating and determining repair priorities for many of the concrete features maintained by Arapahoe County, including sidewalks, curb and gutter and other concrete features. This manual is not intended to apply to structural concrete such as concrete pavement, bridge decks or hydraulic structures.

Policies are included for performing emergency repairs of potentially hazardous conditions; for citizen requests for repairs; for ADA compliance; and for DSIM's Concrete Repair Plan. Descriptions of the most common defects, or distresses, found in concrete features maintained by the County and definitions of the distress rating system utilized for them are also included. In addition, guidelines for repairing and replacing these concrete features are detailed. Finally, Appendix A contains miscellaneous policies and procedures and Appendix B follows with a variety of standard forms and letters used by DSIM.

COMMON TYPES OF CONCRETE DISTRESS

Common distresses include the following:

1) *displacement*
2) *cracking*
3) *spalling/scaling*
4) *buckling*
5) *chipping/gouging*
6) *ponding*

Arapahoe County maintains a variety of concrete structures including sidewalk; curb and gutter; combination curb, gutter, and sidewalk; crosspans; handicap ramps; sidewalk chase drains and inlets. This manual does not apply to the relatively small amount of concrete pavement maintained by The County. This manual covers the most commonly-occurring defects appearing in the structures above, which include displacement, cracking, spalling or scaling, buckling, chipping and gouging, and "ponding" conditions.

This document contains a complete description of each type of distress with explanations of the most common causes of the defect. Severity ratings are defined for each type of defect, along with a brief discussion of potential repair methods. Photographs have been included for a variety of defects and condition ratings. More photographs will be added, as they become available.

DISTRESS SEVERITY LEVELS

DSIM utilizes a 1-5 rating system to classify concrete conditions. (See "Concrete Distress Rating System," page 10).

A member of the DSIM Maintenance Team shall rate each type of concrete distress according to the severity of the distress, as defined within this manual. The Condition Classification Chart for Concrete Improvements contained in this document defines a one-to-five rating system, with a Condition 1 being an excellent condition and a Condition 5 being a very poor condition having little or no service life remaining. Depending on severity, a distress may require a specific type of repair in order to bring it up to an acceptable level of service, or may only require monitoring to determine its rate of deterioration and the appropriate maintenance activity required.

EMERGENCY REPAIRS

DSIM attempts to correct all hazardous conditions immediately.

A significant pedestrian tripping hazard or a gouge within a motor vehicle travel lane severe enough to effect traffic (typically condition 5) may present a hazardous situation to citizens. In these instances, emergency repairs of the concrete shall be made. An emergency repair is typically temporary in nature. Emergency repairs may involve use of temporary barricades, removal of concrete sections, or simply covering hazardous sections with asphalt to eliminate the hazard, until permanent repairs can be scheduled.

Hazardous locations may be temporarily patched with asphalt until permanent repairs can be scheduled.

Emergency repairs have priority.

Emergency repairs have priority over all other concrete work performed by Arapahoe County. If a crew is not immediately available to perform the emergency repair, County Road and Bridge crews shall barricade the location to warn the public of the hazard, until the emergency repair can be made.

MAINTENANCE REQUEST FORM (MRF)

- MRF received
- Concrete features evaluated and distresses rated. *(R&B notified of safety hazards for immediate action)*
- Condition evaluation data entered into Concrete Repair Database
- Annual repairs prioritized and scheduled, when possible
- Citizen receives MRF copy by mail *(Please allow 90 days for processing)*

CITIZEN REQUESTS FOR REPAIRS

DSIM utilizes the MRF process to allow citizens to make their maintenance requests known to the County. An MRF can be initiated by telephone or in person (see MRF PROCESS, p. 35). A member of the DSIM Maintenance Team typically evaluates concrete conditions for an entire roadway along with an individually requested location. This evaluation data is then entered into the Engineering Concrete Repair Database, where records for the concrete features maintained by DSIM are kept. When fully populated, the database will contain condition ratings for most of the concrete features maintained by Arapahoe County and can be used as a planning tool to ensure that County funds are efficiently utilized.

After the County has processed the MRF, citizens will receive a notification by mail, including a brief inspection report and comments explaining any actions taken by DSIM to resolve the request. An example MRF form, along with a flow chart showing the sequences in the County's MRF process has been included in Appendix A.

Concrete repairs are not scheduled on a "first come first served" basis. Rather, repairs are scheduled as previously noted in "Concrete Repair Policy Statement No. 3" (p. 4). Scheduling repairs and replacements in this manner allows DSIM to maximize County maintenance program budgets.

County Road and Bridge crews as well as private contractors perform annual roadway rehabilitation and maintenance. Prior to pavement rehabilitation, DSIM issues contracts to replace deteriorated concrete on the roadways selected in any given year. The extent of contracting is determined by the extent of repairs needed, the available time frame for making the repairs, and the budget allocated for the Concrete Replacement Program. Private contractors replace the majority of deteriorated concrete in Arapahoe County.

All contracted repairs shall conform to Arapahoe County Construction Standards, as well as to the Special Conditions of individual County contracts, if applicable. Permits are required for all work performed by contractors in County right-of-way.

AMERICANS WITH DISABILITIES ACT (ADA)

It is the policy of Arapahoe County to fully comply with all provisions of the American's With Disabilities Act.

It is the policy of Arapahoe County to fully comply with all provisions of the American's With Disabilities Act. DSIM utilizes three primary strategies to achieve this goal.

Routes near schools, medical care facilities and other high pedestrian traffic areas generally have priority for new handicap ramp installations.

1) Depending on the availability of the Community Development Block Grant (CDBG) funds typically awarded to the County, DSIM prepares and administers an annual Handicap Ramp Installation Program. This program typically issues one contract each year to install new handicap ramps in locations throughout the urbanized areas of unincorporated Arapahoe County. High pedestrian traffic areas and access to activity centers have priority ahead of lower traffic areas. Pedestrian access to bus routes and pedestrian routes in the proximity of elderly care centers, medical facilities and routes near public buildings would generally have the highest priority.

New handicap ramps are installed annually by County Road & Bridge crews, and by County contractors.

2) Secondly, whenever concrete repairs are scheduled for an intersection radius which does not have a handicap ramp, crews will be directed to install a standard handicap ramp as a part of performing the normal work at that location. Routine concrete repairs are performed annually and may be performed by the County's Road and Bridge Division, or by County contractors as part of the Concrete Replacement Program and/or Roadway Rehabilitation Program. Handicap ramps are generally installed at all designated locations, however there are certain locations within Arapahoe County involving non-standard intersections, or non-standard structures, which may prevent or delay the installation of standard handicap ramps. In addition, handicap ramps would generally not be installed at locations otherwise indicated, if sidewalks do not exist. In these instances no architectural barrier exists to an accessible pedestrian route.

Citizens may request new handicap ramp installations at specific locations by telephone:

303-795-4640

3) Thirdly, DSIM encourages open communication with other governmental agencies, advisory groups and citizens to determine critical locations for new handicap ramps. Individuals may request new handicap ramp installations at specific locations by calling 303-795-4640. It is DSIM's goal to have new handicap ramps installed within 60 days of receipt of the request, providing the request is received while weather conditions allow time for the work to be done and sufficient funds remain in DSIM project accounts. If handicap ramp requests are received after a construction season has ended, or after project budgets have been committed for the year, handicap ramp installations will be scheduled for the next construction season.

ANNUAL CONCRETE REPAIR PLAN

The overall Concrete Repair Plan is completed by in-house crews and by private contract.

DSIM prepares a Concrete Repair Plan on an annual basis. This plan typically includes the following strategies:

1) Concrete Replacement Program

2) Handicap Ramp Installation Program (If Funded)

3) County Road & Bridge Concrete Repair Program (In House)

4) Alternative Program(s) (a mudjacking contract or other maintenance contracts will be prepared as needed.)

DSIM's overall Concrete Repair Plan assists Arapahoe County in:

1) *Effectively managing pavements;*
2) *Maintaining a safe, high quality infrastructure;*
3) *Resolving citizen's Requests for Maintenance;*
4) *Performing emergency repairs;*
5) *Complying with ADA provisions.*

The contracts and strategies of the overall Concrete Repair Plan achieve several objectives. First, DSIM believes that pavements must be managed effectively and maintaining effective drainage on roadways is a primary factor in realizing their designed lifespan. For this reason, a primary purpose of the Concrete Repair Plan is to perform concrete replacements on roadways prior to them being sealed, resurfaced or reconstructed. In this way original drainage designs can be restored or improved and intended pavement designed lifespan can be fully realized, maximizing County taxpayer's maintenance dollars.

Another purpose of the Concrete Repair Plan is to maintain concrete structures in a safe, highly functional condition by performing routine repairs and replacements of deteriorated concrete features throughout the urbanized areas of unincorporated Arapahoe County. Routine replacements are prioritized from the County's Concrete Repair and MRF databases and will be included in the Concrete Replacement Program, as budget levels allow. In addition performing routine concrete repairs, County Road and Bridge concrete crews regularly perform emergency repairs and other replacements in areas where County contractors have not been scheduled to work as a part of their program.

A final purpose of the Concrete Repair Plan is to improve pedestrian accessibility and safety for County residents by assisting Arapahoe County meet ADA provisions. Many deteriorated curb ramps are replaced and new ones installed as a part of the County's overall Concrete Repair Plan.

RATING SYSTEM

① EXCELLENT
② GOOD
③ FAIR
④ POOR
⑤ FAILED

CONCRETE DISTRESS RATING SYSTEM

DSIM has established a 1-5 rating system for the basic concrete features maintained by Arapahoe County. Conditions are rated for sidewalks; curb and gutters; combination curb, gutter, and sidewalks; crosspans; handicap ramps; sidewalk chase drains and inlets. Condition ratings range from a condition 1, which is an excellent condition, to a condition 5, which is an extremely deteriorated condition with little or no service life remaining. In general, conditions 4 and 5 are replaced anytime a crew is scheduled to work on a particular roadway. Condition 3 (fair) may also be replaced; depending on the nature of the defect, the type of maintenance scheduled for the roadway, if any, budget amount and the incidence of MRFs received for the roadway.

CONDITION CLASSIFICATION CHART FOR CONCRETE IMPROVEMENTS

Six common defects are rated with the County's "Concrete Condition Classification Chart" and prioritized for repairs and replacements.

Six of the most common distresses appearing in County-maintained concrete structures are identified and rated by severity according to the "Concrete Condition Classification Chart" included on the following page. Common distresses include the following:

1) displacement
2) cracking
3) spalling or scaling
4) buckling
5) chipping or gouging
6) sunken or "ponding" conditions.

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS

CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
DISPLACEMENT (Sidewalk) Measured within 12" of front or back edge.	0-1/4" No hazard.	3/8 -1/2" No hazard.	5/8-3/4" Minor tripping hazard.	7/8-1 1/2" Tripping hazard present.	Greater than 1 ½". Tripping hazard present.
DISPLACEMENT (C & G, Pan, Apron)	Less than ¼"	¼-½"	5/8-1" Ponding may be present. No hazard.	1 ¼-2" Ponding may be present. No traffic hazard.	2 + Ponding may be present. Potential traffic hazard.
CRACKING	Single closed crack (< 1/8"). No hazard. No significant infiltration. No settlement or displacement.	One or more closed cracks. 1-2 open cracks (1/4-3/8"). No hazard. Minor infiltration. No significant settlement or displacement.	Multiple closed cracks per section (1/8" or less). One open crack (1/2-¾) per section. Flowline crack that has not separated. No hazard, infiltration likely.	Multiple open cracks per section (3/4-1½"). Interconnected cracks. Open cracks at 3 foot intervals. Potential tripping hazard. Significant infiltration potential.	Multiple open cracks (> 1½") per section. Interconnected cracks. Open cracks at 2 foot intervals. Potential tripping hazard. Significant infiltration potential.
SPALLING / SCALING	Surface spalling (< 1/8" depth). < 50% area.	Surface spalling. Spalling primarily of fine aggregate (to ¼" depth). 50- 75% area.	Spalling of coarse aggregate. (¼-1" depth). To 50% area. *Condition 4 in walking surface.*	Spalling of coarse aggregate. (1-2" depth). 25-50% area. *Condition 5 in walking surface.* Spalling may effect traffic.	Spalling of coarse aggregate. (> 2" depth). > 25% area. Spalling may effect traffic.
BUCKLING	Not evident.	To ¼".	½ - ¾"	1-2".	>2".
CHIPPING / GOUGING (Sidewalk)	To ¼" depth. 0-½" width at joint. No hazard.	3/8-3/4" depth. 1/2-1" width at joint. No hazard.	7/8-1 1/2" depth. 11/4-2" width at joint. < 1' diameter. Minor tripping hazard.	1 5/8-2" depth. 2 1/4-3" width at joint. 1-2' diameter. Tripping hazard.	> 2" depth. > 3" width at joint. >2' diameter. Tripping hazard.
CHIPPING / GOUGING (C & G, Pan, Apron)	To 1/4" depth. 0-1/2" width at joint. No hazard.	3/8-3/4" depth. 1/2-1" width at joint. No hazard.	7/8-1 1/2" depth. 11/4-2" width at joint. < 1' diameter. Minor tripping hazard.	1 5/8-2" depth. 2 1/4-3" width at joint. 1-2' diameter. Tripping hazard.	> 2" depth. > 3" width at joint. >2' diameter. Tripping hazard.
PONDING	0-3/8" depth. No hazard. Water retained within concrete section.	1/2-1" depth. No hazard. Minor icing potential. Water retained within concrete section.	1 1/4-2" depth. Potential icing hazard. Most water retained within concrete section.	2 1/4-4" depth. Potential ped and traffic icing hazard. Water exceeds invert capacity. May have associated pavement stripping or cracking.	> 4" depth. Potential ped and traffic icing hazard. Water exceeds mountable curb height. May have associated pavement stripping or cracking.

REVISED JANUARY 1997

In order to develop an orderly procedure for maintenance and replacement of concrete public improvements, the condition of the concrete improvement can be classified according to the criteria listed above. Concrete improvements to be classified under this system are crosspans, trickle channels, curb and gutter, sidewalks, and combination curb/ gutter,/sidewalk. Trickle channels shall be classified under crosspan criteria. The condition of the sidewalk shall generally govern when classifying combination curb/gutter/sidewalk. * This classification is not to be used for assessing the condition of structural concrete, such as concrete paving, bridge decks, headwalls, hydraulic structures, etc.

This classification chart is utilized to rate each of the commonly occurring defects in Arapahoe County's concrete features. A brief discussion of the of the individual defects follows and includes a description, typical causes of the defects, how the defects are rated and which conditions are typically replaced.

CONCRETE DISTRESS IDENTIFICATION

DISPLACEMENT

DESCRIPTION AND CAUSES

Settled or displaced concrete creates a tripping hazard for pedestrians and cyclists. The associated crack also allows surface run-off to infiltrate into the subgrade soils. Water entering the subgrade soils generally leads to more widespread concrete damage and may precipitate street failures.

Differential settlement is normally a result of one or more of the following conditions: poor sub-grade preparation, trench failure, frost heave or tree root growth. The severity rating is determined by the amount of displacement between sections. The range will be defined in inches. Photos of various condition ratings for this defect have been attached.

SEVERITY RATING:

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
DISPLACEMENT (Sidewalk) Measured within 6" from edge.	0-1/4" No hazard.	3/8 -1/2" No hazard.	5/8-3/4" Minor tripping hazard.	7/8-1 1/2" Tripping hazard present.	Greater than 1 ½". Tripping hazard present.
DISPLACEMENT (C & G, Pan, Apron)	Less than ¼"	¼-½"	5/8-1" Ponding may be present. No hazard.	1 ¼-2" Ponding may be present. No traffic hazard.	2 + Ponding may be present. Potential traffic hazard.

REPAIR METHODS

A slow rate of settlement, combined with a low condition rating, is generally a stable condition that warrants a future evaluation. Crack sealing may be warranted, to slow the rate of water infiltration and subsequent concrete settlement. If settlement has occurred in a high pedestrian traffic area, and/or is significantly displaced, mud jacking, where possible, grinding, or removal and replacement would be necessary. Condition 4 and 5 displacement ratings generally require removal and replacement and may be temporarily patched with asphalt until permanent repairs can be scheduled.

Displacement Condition 1. Excellent.

Photo unavailable on this date. Appearance defect with displacement of ¼" or less.

Displacement Condition 2. Good.

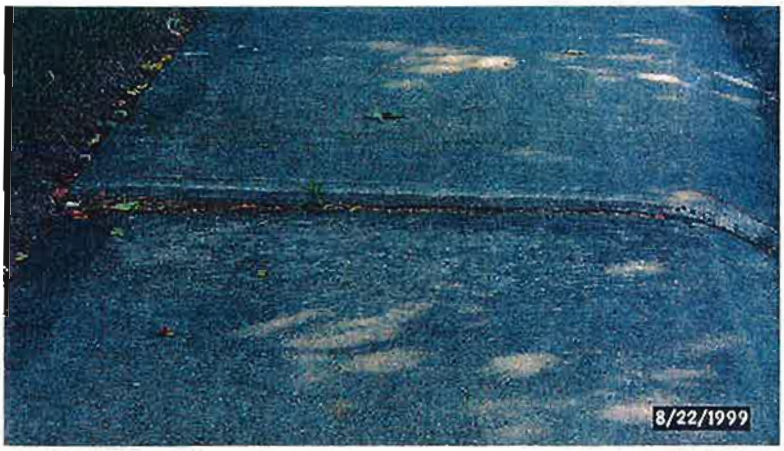
Photo unavailable on this date. Minor displacement of ½" or less.

Displacement Condition 3. Fair.

Minor tripping hazard. Concrete remains serviceable.

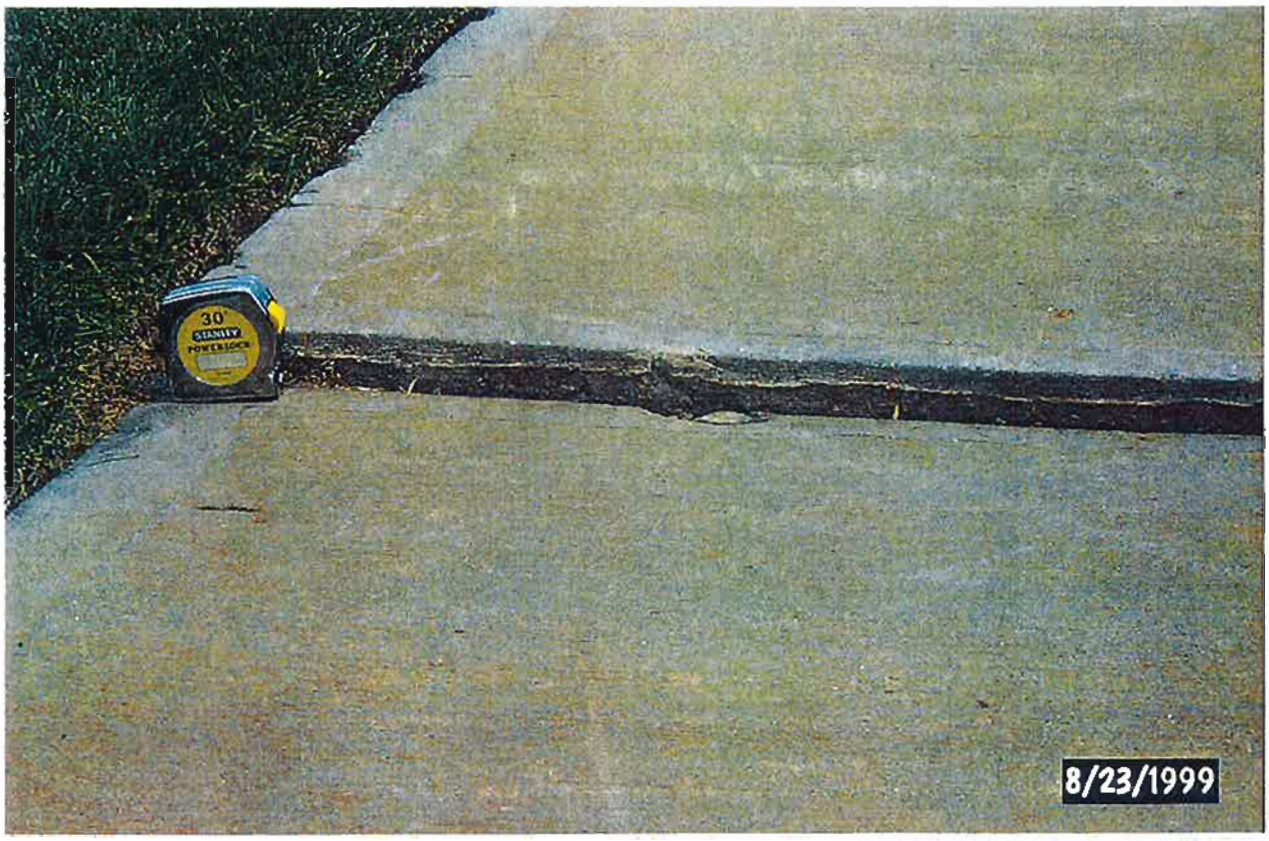
Displacement Condition 4. Poor.

Tripping hazard with little service life remaining.



Displacement Condition 5. Failed.

Tripping Hazard exceeds 1 ½." Little or no service life remaining.



CRACKING

DESCRIPTION AND CAUSES

Cracking may create a tripping hazard for pedestrians and cyclists and the associated crack also allows surface run-off to infiltrate into the subgrade soils. Cracks tend to widen over time and water entering the subgrade soils generally leads to more widespread concrete damage and street failures.

Concrete cracking is normally a result of one or more of the following conditions: poor sub-grade preparation, trench failure, improper loading, poor curing practices, or inadequate slab thickness. The severity rating is determined by both the size and the amount of cracks occurring within a section. The standard section length for curb and gutter is generally 10 feet. Photos of various condition ratings for this defect have been attached.

SEVERITY RATING:

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
CRACKING	Single closed crack (< 1/8"). No hazard. No significant infiltration. No settlement or displacement.	One or more closed cracks. 1-2 open cracks (1/4-3/8"). No hazard. Minor infiltration. No significant settlement or displacement.	Multiple closed cracks per section (1/8" or less). One open crack (2/3-¾) per section. Flowline crack that has not separated. No hazard, infiltration likely. May have minor settlement and displacement.	Multiple open cracks per section (3/4-1½"). Interconnected cracks. Open cracks at 3 foot intervals. Potential tripping hazard. Significant infiltration potential. May have moderate settlement and displacement.	Multiple open cracks (> 1½") per section. Interconnected cracks. Open cracks at 2 foot intervals. Potential tripping hazard. Significant infiltration potential. May have extensive settlement and displacement.

REPAIR METHODS

A slow rate of movement and associated cracking, combined with a low condition rating, may warrant a future evaluation. In addition, crack sealing may be warranted to slow the rate of water infiltration and subsequent concrete cracking and settlement. If cracking has occurred in a high pedestrian traffic area, the cracked section may warrant removal and replacement. Cracked sections having condition ratings of 4 and 5 will generally warrant removal and replacement and may be temporarily patched with asphalt until permanent repairs can be scheduled.

Sidewalk Cracking Condition 1. Exellent.
Appearance defect. No photo.

Sidewalk Cracking Condition 2. Good.
Concrete remains highly serviceable.

Sidewalk Cracking Condition 3. Fair.
Concrete remains serviceable.

Sidewalk Cracking Condition 4. Poor.
Little service life remaining.

Cross Pan Cracking Condition 5. Failed.

Little or no service life remaining.

SPALLING / SCALING

DESCRIPTION AND CAUSES

Spalling or scaling is characterized by the loss of mortar and/or aggregate from the surface of the concrete. Spalling reduces the load carrying capabilities of the concrete, due to a thinning of the section, and results in a concrete sections that are more susceptible to damage caused by freeze/thaw cycles and erosion. This type of distress can be pedestrian and cyclist hazard, as well as an unsightly visual condition.

The causes of spalled concrete are most often attributed to either defects in workmanship during concrete placement or improper curing of the product. Over-working of the surface or the addition of water after placement can also lead to spalling, as can improper cold weather protection during curing. Photos of various condition ratings for this defect have been attached.

SEVERITY RATING:

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
SPALLING / SCALING	Surface spalling (< 1/8" depth). < 50% area.	Surface spalling. Spalling primarily of fine aggregate (to ¼" depth). 50- 75% area.	Spalling of coarse aggregate. (¼-1" depth). To 50% area. *Condition 4 in walking surface.*	Spalling of coarse aggregate. (1-2" depth). 25-50% area. *Condition 3 in walking surface.* Spalling may effect traffic.	Spalling of coarse aggregate. (> 2" depth). > 25% area. Spalling may effect traffic.

REPAIR METHODS

Spalled sections of concrete should be monitored to determine the rate of deterioration. Deterioration rates may be highly variable. There are no approved long-term intermediate repair methods for spalling, so rapidly deteriorating sections should be scheduled for replacement. Condition 4 and 5 spalling sections are generally scheduled for removal and replacement and may be temporarily patched with asphalt until permanent repairs can be scheduled.

Spalling Condition 1. Excellent.

Spalling Condition 2. Good.

Depth of spall is limited to paste area. Minimal exposure of coarse aggregate.

Spalling Condition 3. Fair.

Considerable loss of fine aggregate. Coarse aggregate has become exposed.

Spalling Condition 4. Poor.

Spall is 1" to 2" in depth, large area.

Spalling Condition 5. Failed.

Depth is greater than 2." Little or no service life remaining.

BUCKLING

DESCRIPTION AND CAUSES

Buckling may create a tripping hazard for pedestrians and cyclists and the associated crack allows surface run-off to infiltrate into the subgrade soils. Associated cracks tend to widen over time and water entering the subgrade soils generally leads to more widespread concrete damage and street failures.

Concrete buckling is normally a result of one or more of the following conditions: poor sub-grade preparation, trench failure, improper loading, poor curing practices, or inadequate slab thickness. The severity rating is determined by the amount of warp or distortion occurring within a section. Standard sections for curb and gutter are generally ten feet. Photos showing various condition ratings for this defect have been attached.

SEVERITY RATING:

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
BUCKLING	Not evident.	To ¼".	½ - ¾"	1-2".	>2".

REPAIR METHODS

Buckled sections of concrete should be monitored to determine the rate of deterioration. Deterioration rates may be highly variable. Rapidly deteriorating sections should be scheduled for replacement. Condition 4 and 5 buckling sections are generally scheduled for removal and replacement and may be temporarily patched with asphalt until permanent repairs can be scheduled. Condition 3 may be replaced depending on current scope of work, location and repair budget amount.

Buckling Condition 1. Excellent.

Photo unavailable on this date.

Buckling Condition 2. Good.

Photo unavailable on this date.

Buckling Condition 3. Fair.

Photo unavailable on this date. Concrete remains serviceable.

Buckling Condition 4. Poor.

Little service life remaining. Temporary asphalt patch has been placed to make sidewalk safe until replacement can be made.

Buckling Condition 5. Very Poor.

Concrete may remain serviceable, but should be considered to have little service life remaining.

CHIPPING / GOUGING

DESCRIPTION AND CAUSES

Chipped concrete can be a pedestrian and cyclist hazard, as well as an unsightly visual condition. Chips that hold water can make the concrete section more susceptible to damage from freeze/thaw cycles.

Gouged or chipped concrete is most often the result of either external damage by snow and ice removal and construction equipment, or excessive sub-grade pressures. Chipping adjacent to contraction joints is normally a result of poor workmanship or inadequate tooling practices. Photos showing various condition ratings for this defect have been attached.

SEVERITY RATING:

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
CHIPPING / GOUGING (Sidewalk)	To ¼" depth. 0-½" width at joint. No hazard.	3/8-3/4" depth. 1/2-1" width at joint. No hazard.	7/8-1 1/2" depth. 11/4-2" width at joint. < 1' diameter. Minor tripping hazard.	1 5/8-2" depth. 2 1/4-3" width at joint. 1-2' diameter. Tripping hazard.	> 2" depth. > 3" width at joint. >2' diameter. Tripping hazard.
CHIPPING / GOUGING (C & G, Pan, Apron)	To 1/4" depth. 0-1/2" width at joint. No hazard.	3/8-3/4" depth. 1/2-1" width at joint. No hazard.	7/8-1 1/2" depth. 11/4-2" width at joint. < 1' diameter. Minor tripping hazard.	1 5/8-2" depth. 2 1/4-3" width at joint. 1-2' diameter. Tripping hazard.	> 2" depth. > 3" width at joint. >2' diameter. Tripping hazard.

Note: a distinction has been made above between concrete sections subject to pedestrian traffic (sidewalks) and other concrete features. In this way pedestrian safety can be maintained without unnecessarily replacing other concrete features that have not lost significant functionality.

REPAIR METHODS

Chipped or gouged sections meeting condition-ratings 1, 2 and 3 generally do not warrant removal and replacement. Condition 3 chipping in sections may be scheduled for removal and replacement, depending on the location of the concrete section, pedestrian traffic levels and the type of maintenance scheduled for the roadway. Chipped sections meeting condition 4 and 5 are generally scheduled for removal and replacement and may be temporarily patched with asphalt, or grout, until permanent repairs can be scheduled.

Chipping Condition 1. Excellent.
Photo unavailable on this date.

Chipping Condition 2. Good.
Photo unavailable on this date.

Sidewalk Chipping Condition 3. Fair.
Concrete remains serviceable.

Curb & Gutter Chipping Condition 3. Fair.
Concrete remains serviceable.

Chipping Condition 4. Poor.

No photo available on this date.

Curb & Gutter Chipping Condition 5. Failed.

Little or no service life remaining.

PONDING

DESCRIPTION AND CAUSES

Sunken areas create ponds of water in the concrete. These ponds may allow water to penetrate into the subgrade soils at the interface, or joint, between the concrete and the asphalt. Water ponds may also create potentially hazardous roadway conditions due to splashing and cold weather icing problems.

Sunken concrete is normally the result of one or more of the following items: poor sub-grade preparation, trench failure, street related sub-grade failures or excessive loading. The severity levels will be determined by the ability to maintain adequate flow, as compared to the original design criteria.

SEVERITY RATING

CONDITION CLASSIFICATION CHART - * CONCRETE IMPROVEMENTS					
CONDITION RATING	1	2	3	4	5
DESCRIPTION	EXCELLENT	GOOD	FAIR	POOR	FAILED
CLASSIFICATION	Appearance	Minor	Moderate	Extensive	Extreme
DISTRESS TYPES					
PONDING	0-3/8" depth. No hazard. Water retained within concrete section.	1/2-1" depth. No hazard. Minor icing potential. Water retained within concrete section.	1 1/4-2" depth. Potential icing hazard. Most water retained within concrete section.	2 1/4-4" depth. Potential ped and traffic icing hazard. Water exceeds invert capacity. May have associated pavement stripping or cracking.	> 4" depth. Potential ped and traffic icing hazard. Water exceeds mountable curb height. May have associated pavement stripping or cracking.

REPAIR METHODS

Ponding conditions 1 and 2 deviate from the original line and grade which cause minor ponding of runoff water, yet still allow the majority of the flow to escape. Ponding of this classification is generally not a significant problem and is not scheduled for removal and replacement. Ponding condition 3 deviates in line and grade and inhibits the flow of runoff water and does not permit the concrete structure to function according to design. Ponding of this classification is generally contained within the limits of the concrete structure and is generally not scheduled for removal and replacement. This condition needs to be monitored to determine the rate of deterioration. If joint sealing or crack sealing will reduce the rate of deterioration of a section, it should be scheduled as soon as possible. Sunken sections, which contribute to localized traffic or pedestrian problems, should be scheduled for replacement. Ponding conditions 4 and 5 deviate in line and grade causing excessive ponding, which will generally exceed the limits of the slab. Ponding of this classification is generally prioritized for removal and replacement.

Ponding Condition 1. Excellent.

Photo unavailable on this date. Nuisance condition. Ponding depth less than 3/8".

Ponding Condition 2. Good.

Pond depth 3/8" to ¾." Water retained in gutter.

Ponding Condition 3. Fair.

Depth of 1/2" to ¾." Water retained within inverted section. Generally little evidence of water-related damage to pavements.

Ponding Condition 4. Poor.

Depth is 2" to 4". Water depth exceeds invert capacity. Water-related pavement damage is typically evident.

Ponding Condition 5. Failed.

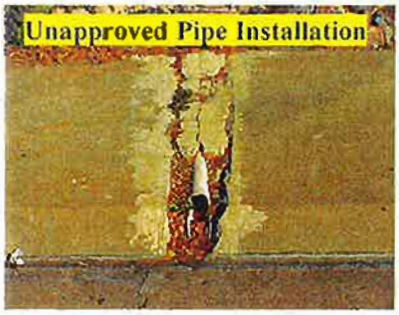
Greater than 4" depth. Water depth exceeds back of walk elevation.

Photo unavailable on this date.

APPENDIX A MISCELLANEOUS

SIDEWALK CHASES

DSIM shall maintain chase structures that have been permitted and installed according to Arapahoe County Construction Standards. DSIM shall not be responsible for maintaining the integrity of unapproved discharge pipes/drainage structures placed through County curbs and sidewalks by private parties.



SIDEWALK CHASE INSTALLATION USING COUNTY FUNDS

"DSIM will only authorize the installation of new sidewalk chase sections with public funds if surface storm water runoff is being conveyed to the street from greater than 4 lots."

DSIM has established a policy for installation of sidewalk chase sections through curb/gutter/sidewalk within public right-of-way. DSIM will only authorize the installation of sidewalk chase sections with County funds if surface storm water runoff is being conveyed to the street from greater than 4 lots (as determined by DSIM). Side yard swales between two homes are not considered to be multi-lot drainage facilities. DSIM will not authorize expenditures of County funds to install chase sections for water accumulations resulting from landscape over-watering, sump pump discharge, side yard swales, down spouts from residences or landscaping under-drains, etc.

DSIM will conduct a site inspection when the County is requested to install sidewalk chases and may review County drainage maps and/or studies to determine if the location meets County chase installation criteria. If these requirements are met, DSIM will add the sidewalk chase request into the County's overall Concrete Repair Plan and prioritize for construction. Construction will be prioritized and scheduled, as allowed by annual repair budget amounts and overall repair priorities.

ALTERNATIVES TO SIDEWALK CHASE INSTALLATION WITH PUBLIC FUNDS

If the DSIM inspection shows the location does not meet County installation criteria, property owners will be asked to choose one of two options listed below (also see Standard Letter, Appendix B):

OPTION 1: MAINTAIN DRAINAGE TO PUBLIC RIGHT-OF-WAY AT PROPERTY OWNER'S EXPENSE

OPTION 1: *The property owner wishes to keep the pipe running from their property through, or across County-maintained curb/gutter/sidewalk, and chooses to have a sidewalk chase drain installed, at their expense, in the curb/gutter/sidewalk to replace the pipe which currently passes through it or discharges across it.*

Providing the chase section meets Arapahoe County's Construction Standards, the County will assume future maintenance of this structure. DSIM may be able to facilitate the installation of the chase by referring the property owner to a County contractor, depending on the nature and scope of the County's project, and contract time. DSIM will not authorize payment for initial chase installation, unless the existing pipe is utilized for multi-lot (greater that 4 lots) surface storm water drainage (as determined by Arapahoe County Engineering Division).

OPTION 2: TERMINATE DRAINAGE TO PUBLIC RIGHT-OF-WAY

OPTION 2: *The pipe does not meet County installation criteria (convey surface storm water drainage from greater that 4 lots, as determined by Arapahoe County Engineering Division) and the property owner does not wish to pay for the installation of a County-approved sidewalk chase. County representatives will replace the deteriorated concrete feature and terminate the pipe running from the property through the County's curb/gutter/sidewalk.*

The property owner shall be responsible for the pipe remaining on private property and for disconnecting the pipe and re-routing its flow to another County-approved discharge point on their property.

REPLACEMENT OF PRIVATE CONCRETE IMPROVEMENTS

Over time, overwatering of landscaping and poor subgrade soil conditions may lead to settlement of concrete sidewalks and curb and gutter. In many instances County-maintained concrete structures settle at the same rate as adjacent private sidewalks and driveways. These conditions present problems when County crews and contractors replace County-maintained curbs and sidewalks and restore or improve the original design grades. The resulting differential in elevations between concrete sections can present safety hazards in areas subject to pedestrian traffic. It is not the policy of DSIM to authorize the expenditure of public funds for replacing concrete improvements located on private property, however, DSIM attempts to avoid hazards resulting from County concrete replacements as follows:

1) When original drainage designs are *improved*, DSIM will assume responsibility for resulting differential elevations in adjacent driveways and sidewalks to avoid hazards.

2) Where original drainage designs are *restored*, DSIM will not assume responsibility for maintaining or replacing private concrete features located behind the sidewalk, such as private sidewalks and driveways. However, DSIM may take some of the following actions to mitigate impact to private improvements in specific cases:

   a) When replacements are made, efforts will be made to match existing private improvements, within reasonable conformance with Arapahoe County *Roadway Design and Construction Standards*.

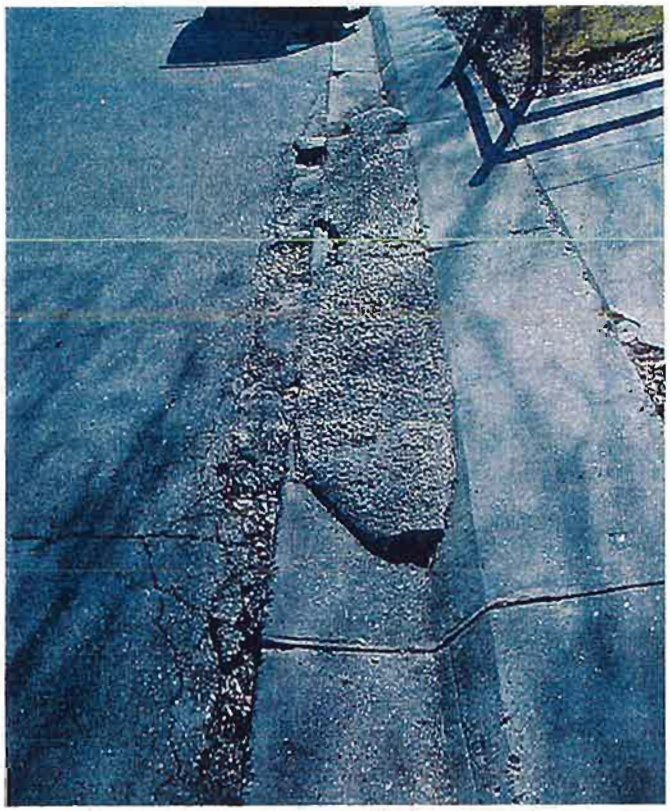
   b) DSIM may make temporary repairs, including concrete overlay or patching, to temporarily alleviate tripping hazards (County Condition 3, > 5/8") resulting from County work.

   c) DSIM may elect to replace portions of private improvements located on County right-of-way at County expense to avoid safety hazards.

   d) DSIM staff shall attempt to advise property owners of potential problems that may result from County work and attempt to obtain property owner's participation to resolve the problem.

DRIVEWAY FILLETS

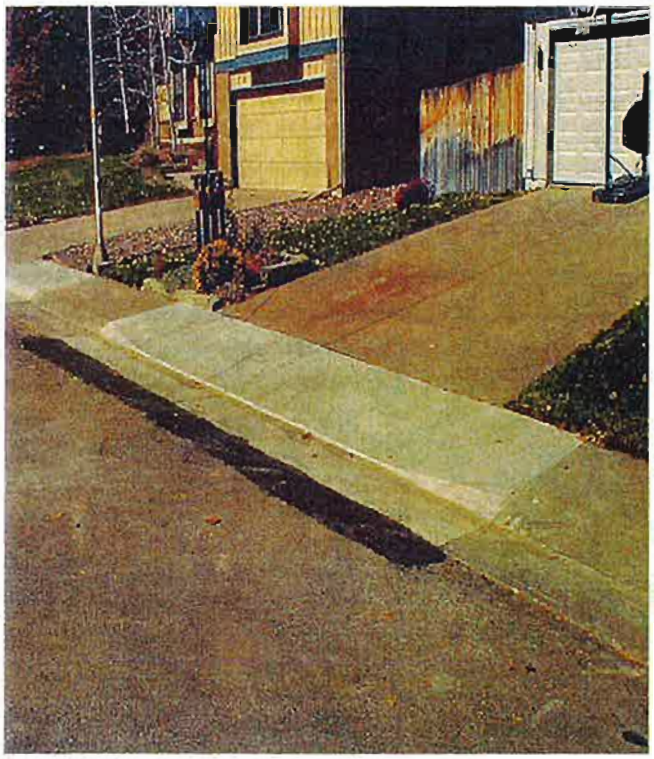
"Driveway fillets" typically consist of concrete or asphalt slabs placed in the flow line of sections of curb and gutter to provide smoother access to driveways. Filling in the gutter with these materials may allow easier access to private driveways, but fillets invariably become flow-line obstructions resulting in accumulations of dirt and ice, restricted drainage, accelerated damage to pavements and potential safety hazards. For these reasons, driveway fillets are in violation of *Arapahoe County Roadway Standards*, federal safety standards adopted by the *American Association of State Highway and Transportation Officials (AASHTO), The Manual on Uniform Traffic Control Devices (MUTCD)* and *Colorado Revised Statutes.*



DSIM utilizes the following strategies to minimize the potential problems associated with driveway fillets:

1) DSIM requests that property owners remove driveway fillets (See Appendix B) on a complaint basis. Residents frequently complain due to fillets' tendency to accumulation of water and sediments in adjacent gutters.
2) Driveway fillets may be removed with annual rehabilitation projects when County crews or contractors replace concrete or resurface pavements.
3) Engineering staff may notify property owners to remove fillets on streets scheduled for pavement overlay or reconstruction where fillets are expected to significantly decrease the lifespan of new pavements (i.e., water accumulations into street).

Estimates of the quantity of fillets existing in unincorporated Arapahoe County has been performed recently, however DSIM believes that 500 or more fillets may exist throughout the County.



As an alternative to placing fillets in gutters, property owners may contract privately for the installation of a curb depression or "curb cut," (see photo at right and detail in Appendix B). Curb cuts are a County-approved method of obtaining relatively smooth driveway access, while avoiding the problems typically associated with driveway fillets. A County permit is required to have this work performed. Permit information can be obtained by calling 303-795-4640. A permit is not required if residents contract directly with the County's annual Concrete Replacement Program contractor(s). County residents may contact Engineering for contractor phone numbers and may realize savings in cases where the County is replacing portions of the concrete in front of a driveway necessary for curb cut installation.

CURB CUT INSTALLATION BY COUNTY

DSIM has established a policy for expenditure of County funds for installation of curb cuts, or depressed driveway approaches when County representatives are replacing curb/gutter/sidewalk within public right-of-way. DSIM will *only* authorize curb cut installation utilizing County funds if 100% of the driveway width (measured to the nearest foot) meets the County's replacement criteria, as determined by Arapahoe County DSIM, and has been scheduled for replacement. Concrete that does not meet the County's replacement criteria will not be replaced with County funds for the convenience of property owners.

If the Count's requirements are met, DSIM representatives will install a curb cut, including the necessary transition lengths on either side of the driveway, at no cost to the property owner.

INSTALLATION OF NEW SIDEWALKS

Pedestrian facilities are the responsibility of both the private and public sectors. The private sector, by development statutes and regulations, is typically responsible for pedestrian facilities within developments. The public sector is typically responsible for community-wide pedestrian facility planning and the design of facilities along major roadways. However, when private landowners are responsible for providing sidewalks, continuous sidewalk systems are frequently disrupted by missing links in the system where individual parcels are awaiting development or redevelopment. The following factors have been weighted for use as aids for the County to prioritize construction of new sidewalks. A score of 105 would be the maximum number of points any location or project could score.

FACTOR	POINTS
1. Safety	
a. Arterial. Speeds typically 35 mph or greater	20
b. Collector. Speeds typically 30-35 mph	10
c. Residential. Speeds typically 25-30 mph	5
2. Potential for joint funding or participation by others	
a. Participation >10% of costs	15
b. Participation >5%, <10% of costs	10
c. Participation </= 5% of costs	5
3. Potential for future development including new sidewalk	
a. Very unlikely	15
b. Possible	5
c. Very likely	0
4. Proximity to activity center (includes transit, commercial, recreational, health care, schools)	15
5. Pedestrian volume	
a. High	10
b. Medium	5
c. Low	0
6. Connectivity	10
a. Completing accessible routes, filling in gaps	
b. Linking residential areas with commercial/other areas	
7. Existence of alternative routes	
a. No/poor alternative pedestrian route	10
8. Number of requests received	5
9. Integration with national and regional plans/goals	5
a. ADA Compliance	
b. South East Corridor Development Plans	
c. RTD	
d. CDOT	
e. DRCOG Regional Transportation Plan	
f. Continuity with neighboring city and county facilities	
10. Barriers to construction (i.e. utility relocation, lack of ROW).	-5

MRF PROCESS

At this time Arapahoe County is in the process of implementing changes in our MRF process. Permits Plus™ client server software has recently been implemented to improve in-house accessibility and use of various County databases. This system is expected to provide one-stop access to information including building permits, planning cases, engineering projects, MRFs as well as other information. Sharing of information between departments should increase and overall County response time to customers both inside and outside of Arapahoe County should decrease as a result of this system.

MRF FLOW SEQUENCE

In general MRFs received by DSIM are processed by the following actions:

1. *MRF Initiation.* Information received by DSIM office by telephone or in person. Information is entered into MRF database.

2. *Citizen Notification.* Citizen is sent a letter acknowledging the County's receipt of the request and anticipated time for response (see MRF Acknowledgement Letter, Appendix B).

3. *MRF Routing.* MRF is reviewed by the designated manager and routed to appropriate Section/inspector, staff member.

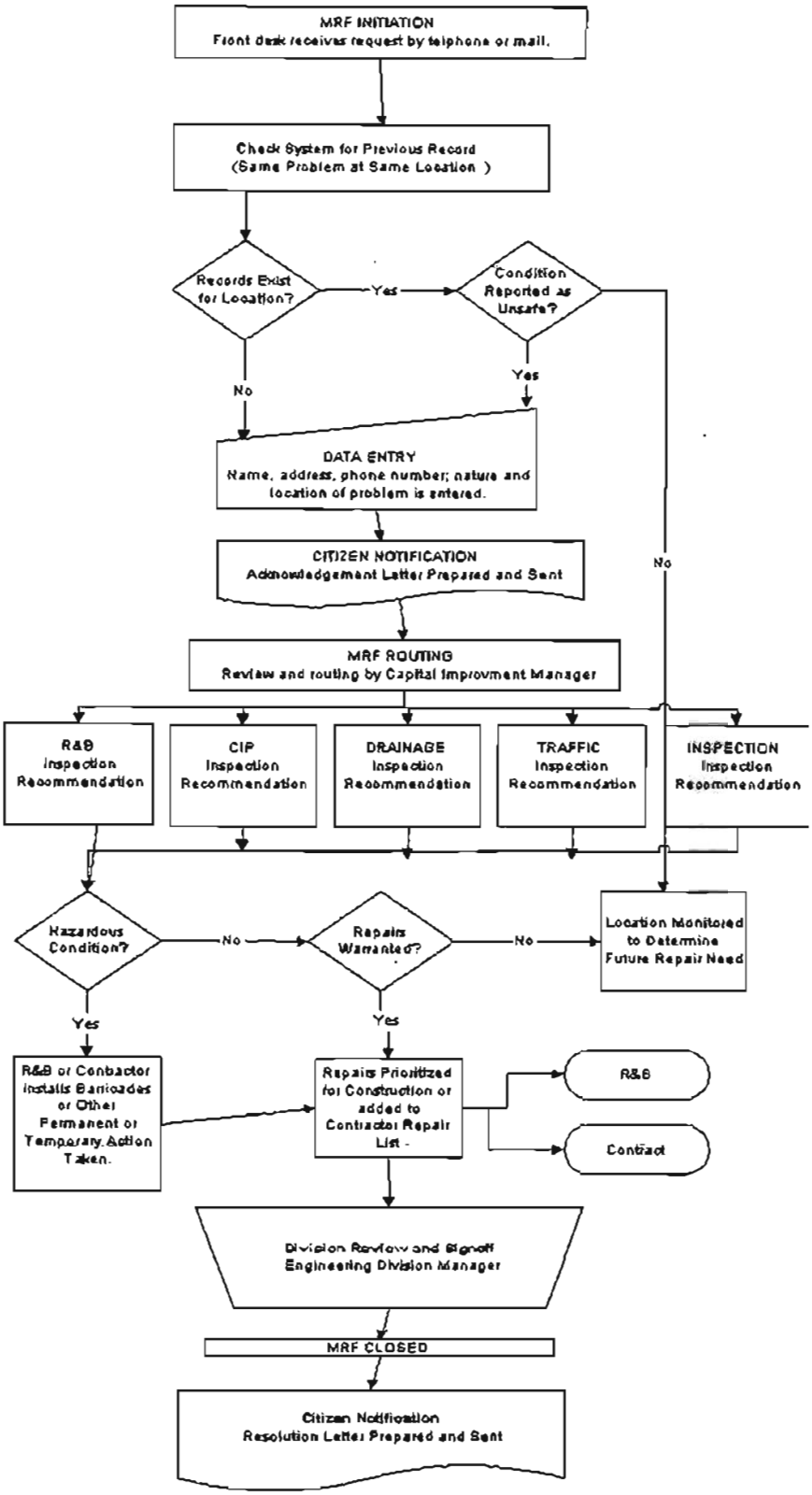
4. *MRF Inspection.* Inspector evaluates location and suggests repair or action necessary to resolve request. Inspection may be performed for entire roadway segment, depending on staff resource availability.

5. *Division Review and Sign-Off.* Completed MRFs will be forwarded to Division Manager for QC review and sign-off.

6. *Citizen Notification.* If MRF has been completed, a resolution letter will be sent to citizen.

7. *MRF Closed.* (Note: MRF may be closed prior to final resolution of complaint. MRF records will be maintained in database until final resolution).

MRF FLOW CHART



ROAD & BRIDGE MRFs

On this date, limitations in the computer network linkage between Engineering and Road and Bridge offices require the following additional actions by Engineering. After MRFs have been initiated at DSIM, Engineering Section, and assigned to the Road & Bridge Section, a hard copy will be sent to R&B offices via interoffice mail. R&B staff will then evaluate the location and suggest repairs or actions necessary to resolve the requests. The MRF will then be returned to Engineering where R&B staff comments will be entered into the County's database and the MRF will be finalized in the normal manner.

APPENDIX B STANDARD FORMS/LETTERS

STANDARD DRIVEWAY FILLET LETTER

[Property Owner Name]
[Address]
[Address 2]

RE: DRIVEWAY FILLET AT [ADDRESS]

Dear Mr./Ms. [Property Owner]:

Arapahoe County, as the owner of the public roadway and sidewalk adjacent to your property at [Address], has identified a flow-line obstruction located in the curb and gutter, in front of the driveway at the above address. The obstruction consists of a driveway approach slab, or "driveway fillet."

While filling in the gutter with concrete or other materials may provide smoother access to your driveway, flow-line obstructions typically cause accumulations of dirt and ice to build up, restrict drainage, accelerate damage to pavements and may present safety hazards. For these reasons, driveway fillets are in violation of *Arapahoe County Roadway Standards*, federal safety standards adopted by the *American Association of State Highway and Transportation Officials (AASHTO), The Manual on Uniform Traffic Control Devices (MUTCD)* and *Colorado Revised Statutes.*

Therefore, Arapahoe County requests that this obstruction be removed. The obstruction must be removed within thirty (30) days from the receipt of this letter. If you do not remove the obstruction, Arapahoe County representatives will clear the obstruction and bill you for the associated costs. If you wish to avoid this assessment, please remove the obstruction prior to the expiration of the 30-day period.

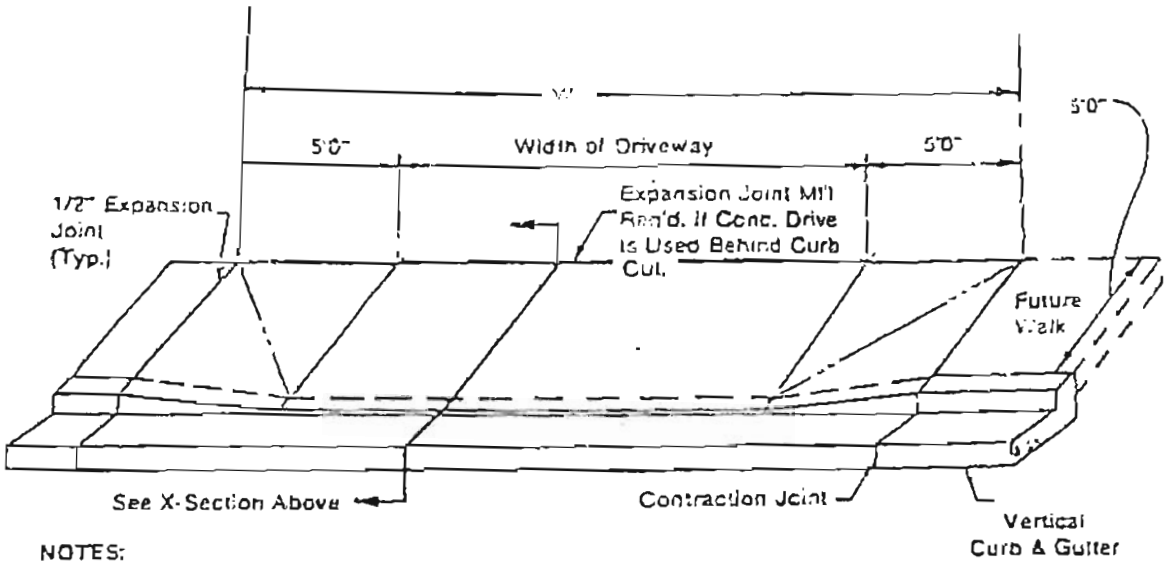
If you desire, you may contract privately for the installation of a curb depression or "curb cut," (see attached drawing). Curb cuts are a County-approved method of obtaining relatively smooth driveway access, while avoiding the problems typically associated with driveway fillets. A County permit is required in advance of performing this work and permit information can be obtained by calling [County Contact Phone Number].

Please contact me at the above number if you have questions regarding this letter. Thank you in advance for your cooperation in assisting Arapahoe County in meeting the needs of all citizens.

Sincerely,

[Title]
[Division]

CURB CUT DETAIL



NOTES:

1. Back of curb cut extends to back of walk or back of bicycle path. If no walk is present extend back of curb cut to 5'0" behind flowline.
2. Traffic engineer shall approve location of curb cut before construction.

ARAPAHOE COUNTY
ENGINEERING DEPARTMENT
MAINTENANCE REQUEST FORM

MRF NO.

MRF DATE:

REQUESTED BY: Citizen

Name: Unit or Apt Phone:
Address: State: CO Zip code:
City:

PROBLEM LOCATION:

ADDRESS:

Between: And:
MRF Information taken by: Subdivision:

Detail of Request: **Special Instructions:**

Assigned to: R&B: CIP: DRAINAGE: TRAFFIC: DES.ANYL: INSP:

Type of complaint: Potholes

******INSPECTION REPORT******

Section Number: Segment Number: Duplicate MRF:
INSPECTION NOTES

Inspector:

Inspection Date:

******ACTION TAKEN******

ACTION COMMENTS

Action by:

Action Date:

APPROVED BY: APPROVAL DATE:

Action Date: _____

ARCHIVE THIS MRF IF COMPLAINT HAS BEEN FIXED: _____

MRF ACKNOWLEDGEMENT LETTER

Arapahoe County Resident
123 Any St.
Unincorporated City, CO 00000

Dear Resident:

We have received your Maintenance Request in our office. We appreciate your bringing this maintenance need to our attention and your patience while we process your request. Our resources are limited and this may effect the time it takes for us to perform an inspection and respond back to you. A copy of your Maintenance Request will be mailed to you after our inspection has been completed (please allow up to 90 days for processing).

To improve our efficiency in handling Maintenance Requests, we have designed a database that will eventually contain addresses and condition ratings for most of the improvements maintained by Arapahoe County. When this database is fully populated we will be better able to plan County maintenance work when and where it is needed the most. Our goal is to manage County-maintained improvements as efficiently as possible. We are working hard to improve our service to the residents of Arapahoe County.

Thank you in advance for your cooperation in assisting Arapahoe County in meeting the needs of all citizens.

Sincerely,

Department of Development Services/Infrastructure Management

STANDARD SIDEWALK CHASE LETTER

Arapahoe County Property Owner
1234 Any St.
Unincorporated City, CO 00000

Dear Property Owner:

Arapahoe County Department of Development Services and Infrastructure Management ("DSIM") has established a policy for expenditure of County funds for installation of sidewalk chase sections placed within public right-of-way. Arapahoe County will only install chase sections through County-maintained curbs, gutters and sidewalks, if surface storm water runoff is being conveyed to the street from greater than 4 lots (as determined by Arapahoe County DSIM). Side yard swales between two homes are not considered to be multi-lot drainage facilities. Arapahoe County will not expend County funds to install chase sections for sump pump discharge, side yard swales, down spouts, landscaping under-drains, etc.

Arapahoe County shall main sidewalk chase sections that have been properly permitted and constructed in accordance with Arapahoe County Design and Construction Standards. The County will not maintain unauthorized, substandard sidewalk chase installations or concrete sections having discharge pipes placed through sidewalks. Damage to curb and sidewalks resulting from unauthorized drainage conveyance shall be the responsibility of the property owner, who shall be responsible for replacing or repairing the concrete sufficiently to bring the concrete structure up to an acceptable level of service.

County representatives have inspected the location identified below and have provided this notice and inspection report to the adjacent property owner(s). No action is required on your part if the pipe described below does not belong to, or effect your property. In this case, County representatives will be directed to terminate the pipe and replace the deteriorated concrete as described in Option 1 below. If the pipe is associated with your property, please choose either Option 1 or Option 2 listed below and respond to Arapahoe County DSIM within ten (10) days of the receipt of this letter. If you do not respond with ten (10) days, County representatives will be directed to terminate the pipe and replace the deteriorated concrete as described in Option 1 below.

OPTION 1: REMOVAL OF PIPE

The County will terminate the pipe, which is running from the above property through Arapahoe County's curb/gutter/sidewalk, and replace the deteriorated concrete. The resident will be responsible for the pipe to remain on private property and for disconnecting the pipe and re-routing its flow to another County approved discharge point on their property.

OPTION 2. INSTALL CHASE

If the property owner desires they may elect to have a chase drain installed, at their expense, in the curb/gutter/sidewalk to replace the pipe that currently passes through it or discharges across it. Providing the chase section meets Arapahoe County's Construction Standards, the County will assume future maintenance of this structure. DSIM will assist property owners with chase installations by County contractors, if possible, however, individual property owners are

responsible for paying for the initial chase installation. As noted above, Arapahoe County will not pay for installation, unless the existing pipe is utilized for multi-lot (greater that 4 lots) surface storm water drainage, as determined by DSIM.

If you have any questions regarding this letter please contact _____at Arapahoe County DSIM, at 303-795-4640.

Thank you in advance for your cooperation.

Sincerely,

INSPECTION REPORT

Property Street Address: **Date:** _____

1234 Any St.
Unincorporated City, CO 00000

Source of pipe drainage:

- ☐ Sump Pump
- ☐ Can not be determined
- ☐ Landscaping underdrains
- ☐ Single or double lot surface drainage
- ☐ Downspouts from residence
- ☐ Other _____

Inspector's comments:
This location does not meet County sidewalk chase installation criteria. The condition of this location has been rated as Failed/Poor condition (County Condition 5 replacement criteria). If you would like to have a chase installed at your expense, you may contact _____ at 303-000-0000 for information regarding pricing and availability. This contractor is currently under contract with Arapahoe County and may or may not be interested in providing products and services to individual property owners.

_____
Inspector

PHOTO OF PIPE ATTACHED BELOW (IF AVAILABLE)

APPENDIX F – Arapahoe County ADA Training Opportunities

Rocky Mountain ADA Center Training Opportunities

ADA Basics

This session is an introduction and overview of the Americans with Disabilities Act of 1990. The session includes a history of disability rights laws, overview of the 5 titles of the ADA, and presentation of valuable ADA-related resources. The session is geared towards individuals interested in learning more about the law or those who want to refresh their ADA knowledge.

2-hour Training	**Ideal for all staff**	**$150 + 25% travel reimbursement (per training)**

Disability Etiquette

Provides tips on effectively interacting with coworkers, customers, and clients with disabilities. Special attention is paid to the public entity necessity for good customer service, regardless of disability. This session includes interactive activities, simulation exercises, and quizzes.

1-hour Training	**Ideal for all staff**	**$100 + 25% travel reimbursement (per training)**

ADA Compliance for State & Local Governments

This course examines the specific requirements of state and local government entities under the law. Topics covered include transition plans, appointing an ADA coordinator, grievance procedures, and effective communication policies. This session is a must-have for any title II entity wanting assurance that they are meeting their responsibilities under the law.

2-hour Training	**Ideal for county Managers, ADA Coordinators,**	**$150 + 25% travel reimbursement (per training)**

The ADA & Human Resources Professionals

Designed to address the needs of HR professionals, this session provides a brief overview of the ADA employment provisions under title I and focuses on best HR practices to ensure compliance with the law. Special attention is paid towards accommodating employees with disabilities, confidentiality, and other personnel issues.

2-hour Training	**Ideal for HR Professionals**	**$150 + 25% travel reimbursement (per training)**

ADA & Employment Rights & Responsibilities

This session discusses in detail the employment provisions of the ADA with attention given to who has rights under the law and the responsibilities of employers to make their workplace accessible to people with disabilities. This session focuses on the interactive process from the disclosure process to the implementation of reasonable accommodations. This session is beneficial for human resources professionals, private employers, persons with disabilities, and state or local government employers.

1-hour Training	**Ideal for employees with disabilities & supervisors**	**$100 + 25% travel reimbursement (per training)**

Effective Communication

Is your government agency prepared to respond to a request for effective communication? The ADA requires all public entities to provide effective communication to people with disabilities. This means communications that are written, spoken, or online must be in a format accessible to a person with a vision, speech or hearing disability. This session focuses on the different types of auxiliary aids available including signage, Braille, large print, exchanging written notes, providing qualified interpreters or caption services, telephone services, assistive listening devices, qualified readers, screen readers, and other forms of assistive technologies used to facilitate communication. The session will also discuss how to overcome potential barriers that might occur when providing auxiliary aids.

2-hour Training	**Ideal for all employees**	**$150 + 25% travel reimbursement (per training)**

Service Animals

When a person enters your establishment with a service animal, do you know how to respond? This session explores the requirements of public entities to allow service animals and their handlers access to facilities, programs and all other services open to the public under the ADA. This session addresses concerns public entities may have about service animals. What qualifies as a service animal and how to inquire about the legitimacy of the service animal is also discussed in this session. This training also mentions other disability rights laws and how they affect service animals.

2-hour Training	**Ideal for all employees**	**$150 + 25% travel reimbursement (per training)**

Transportation & the ADA

When people with disabilities are able to access their transit system, they are afforded a greater degree of independence and spontaneity. This session discusses the transit provisions of the ADA, program access, and compliance strategies for transit agencies.

2-hour Training	**Ideal for transit providers & employees**	**$150 + 25% travel reimbursement (per training)**

Accessible Recreation

This session discusses the newly issued 2010 Standards for Accessible Design for newly constructed and altered recreation facilities. Facilities covered include amusement rides, boating facilities, fishing piers and platforms, miniature golf courses, golf courses, exercise equipment, bowling lanes, shooting facilities, swimming pools, wading pools and spas.

2-hour Training	**Ideal for parks & recreation employees, ADA Coordinator, Rangers, Etc.**	**$150 + 25% travel reimbursement (per training)**

Emergency Management

When State and local governments prepare for disaster response, it is crucial that people with disabilities and the ADA requirements be integrated into plans for public notification, evacuation, and sheltering. The ADA requires that people with disabilities be integrated into the same programs as others, when possible, during an emergency. This session covers emergency planning, transportation needs, basic communication strategies during an emergency, sheltering requirements, and common accommodations that people with disabilities will need during times of crisis.

4-hour Training	**Ideal for Emergency Managers, ADA Coordinators, Risk Managers, Etc.**	**$200 + 25% travel reimbursement (per training)**

Effective Communication Training
Arapahoe County Sherriff's Office

Arapahoe County has a responsibility per Department of Justice Complaint 204-13-310 to provide training to all existing and new personnel of Arapahoe County Sherriff's office. Meeting the Challenge Inc. can provide a customized training to satisfy the requirements of the settlement and will document and certify the completion of each training session and its attendees.

Training will encompass the requirements of the settlement including:

1. Implementation of new or existing effective communication policies including "Exhibit 1" Per settlement agreement. (Interpreter request visual)
2. ADA title II & Section 504 of the Rehab Act requirements of Law Enforcement officers and personnel including
   a. Overview of effective communication definition as it applies to individuals who are deaf, hard of hearing, deaf and blind, blind or have low vision.
   b. "Prohibitions against discrimination, coercion, intimidation, retaliation, or threatening behavior towards a person who complained or opposed any practice."
   c. Qualified interpreter under the ADA
      - "Imminent threat" and the use of a family member, friend, companion or child as an interpreter
   d. Companion rights to Effective Communication under the ADA
   e. Defining "timely manner" when procuring effective communication for a person with a sensory disability
   f. Common requests for auxiliary aids and services
   g. Telephone equipment requirements and concerns
   h. Common concerns when providing effective communications and best practices
3. Tips for interacting with persons with sensory disabilities including individuals that are deaf, hard of hearing, deaf and blind, blind or have low vision.
4. Information on cultural differences between Deaf and hearing communities

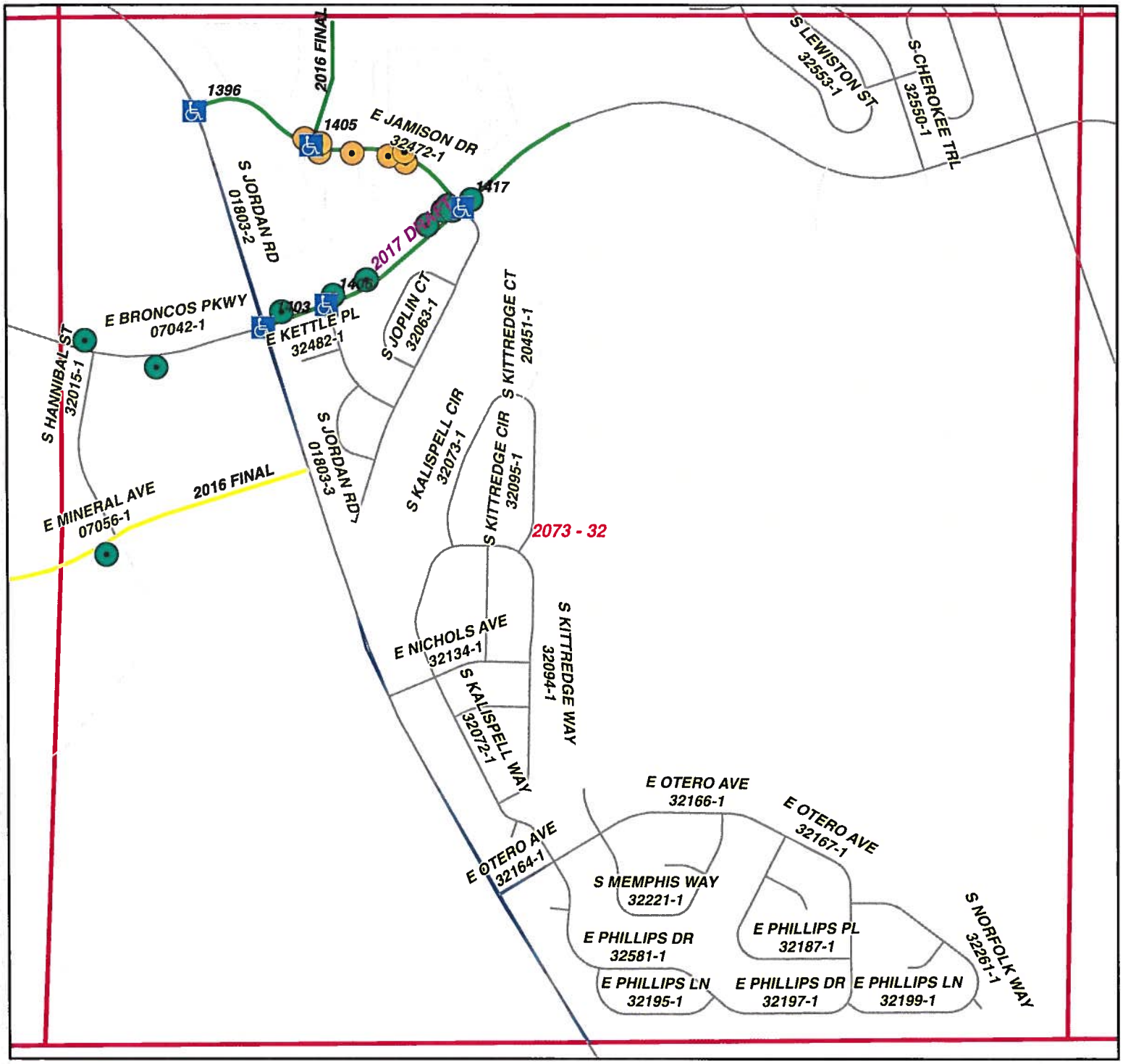
This training would be no longer than 2 hours. Cost of the training dependent upon the number of attendees and the number of sessions. Factors to consider when determining cost:

1. Trainer's preparation time (number of hours)
2. Materials for the participants
3. Travel time & Mileage reimbursement
4. Time spent conducting the training event(s)

APPENDIX G – 2016 Arapahoe County Public Works Curb Ramp Replacement Schedule

2016 - 2017 Concrete Replacements

Section No. 2073-32



ARAPAHOE COUNTY
COLORADO'S FIRST

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GENERAL DISCLAIMER

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Legend

Noncompliant_Curb_Ramps_2016

Contract Concrete Repairs

- 2016
- 2017

2017 Treatments

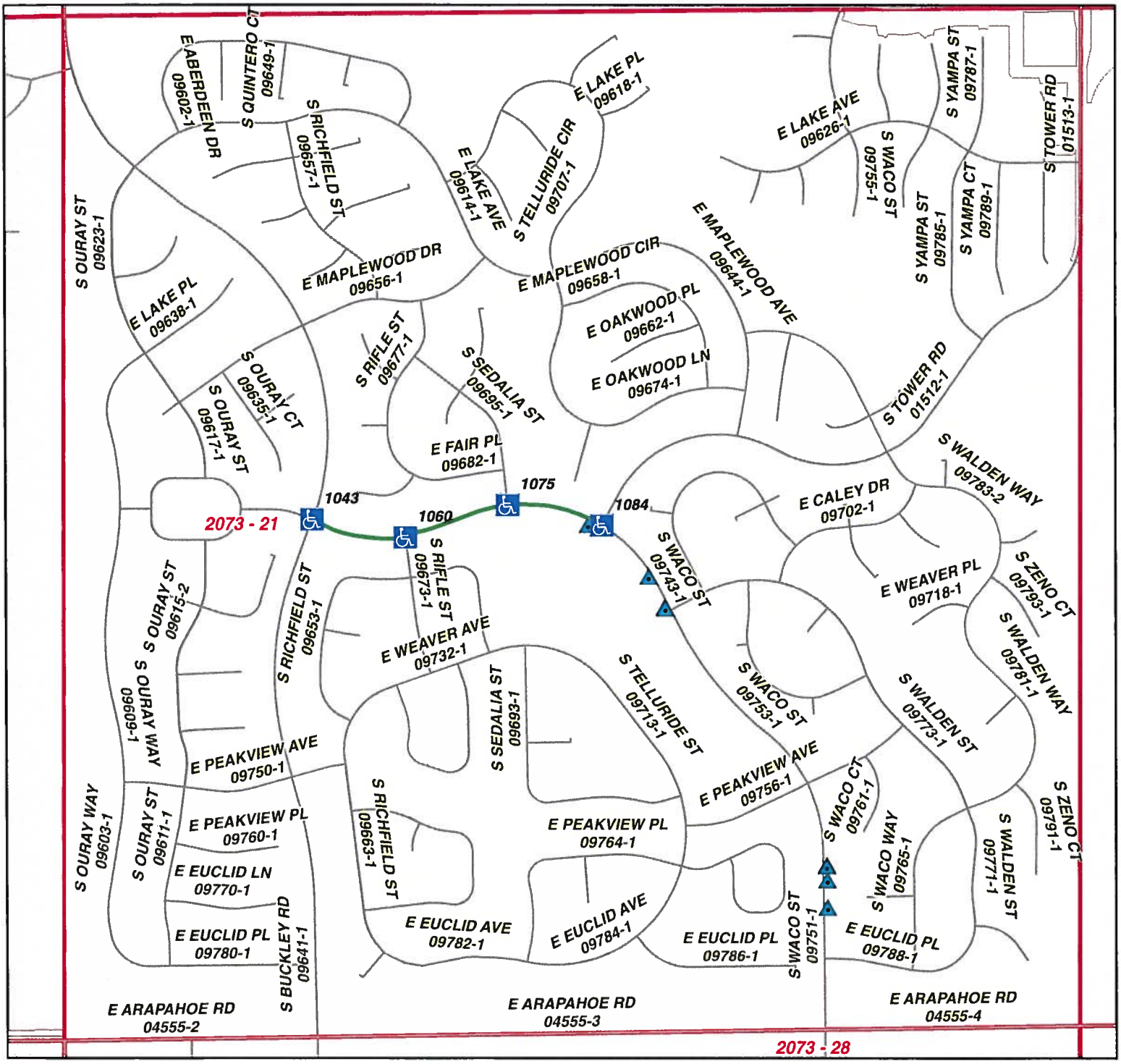
- Chip Seal
- RB Overlay
- Slurry Seal

2016 treatments Final

- Chip Seal
- RB Overlay
- Slurry Seal

2016 - 2017 Concrete Replacements

Section No. 2073-21



ARAPAHOE COUNTY
COLORADO'S FIRST

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Legend

- Concrete Removals 2016
- Noncompliant_Curb_Ramps_2016

2016 treatments Final treatment

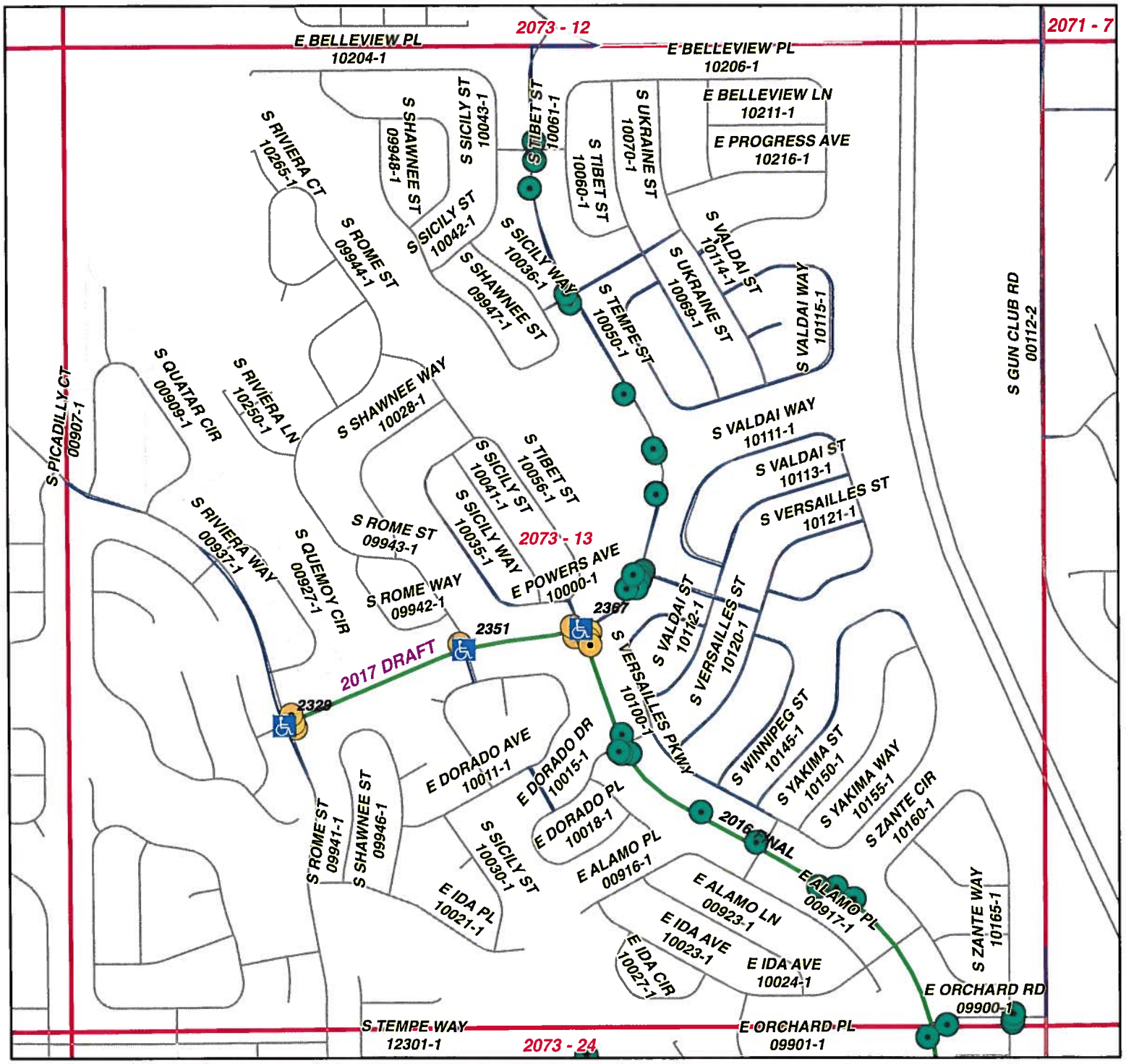
- Chip Seal
- RB Overlay
- Slurry Seal

2017 Treatments treatment

- Cape Seal
- Chip Seal
- Chip Seal Over Fabric
- Cold In-place Recycling
- RB Overlay
- Slurry Seal

2016 - 2017 Concrete Replacements

Section No. 2073-13



ARAPAHOE COUNTY
COLORADO'S FIRST

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Legend

Noncompliant Curb Ramps 2016

Contract Concrete Repairs

- 2016
- 2017

2017 Treatments

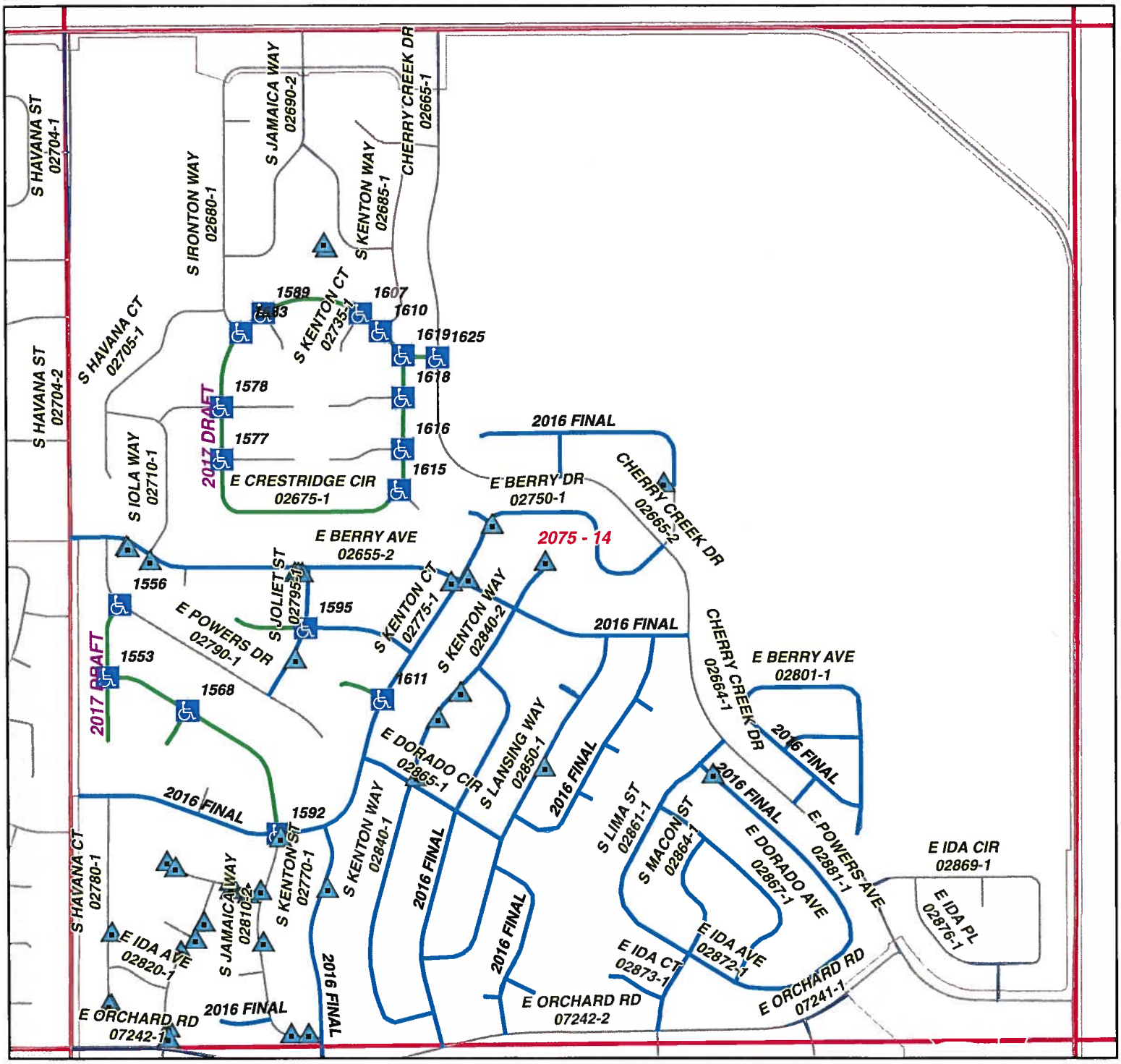
- Chip Seal
- RB Overlay
- Slurry Seal

2016 treatments Final

- Chip Seal
- RB Overlay
- Slurry Seal

2016 - 2017 Concrete Replacements

Section No. 2075-14



ARAPAHOE COUNTY
COLORADO'S FIRST

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GENERAL DISCLAIMER

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Legend

concrete_replacements_2016_2017
Noncompliant_Curb_Ramps_2016

2016 treatments Final treatment
- Chip Seal
- RB Overlay
- Slurry Seal

2017 Treatments treatment
- Cape Seal
- Chip Seal
- Chip Seal Over Fabric
- Cold In-place Recycling
- RB Overlay
- Slurry Seal

OBJECTID	Element	Intersection_ID	Element_Description	Attribute	Compliant	Recommendation	Solution	Solution_Cost
345	Curb Ramp	1403	1403-3I-2	Landing, perpendicular dimension	N/A	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
346	Curb Ramp	1403	1403-3I-3	Landing, perpendicular dimension	N/A	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
347	Curb Ramp	1403	1403-3I-4	Landing, perpendicular dimension	N/A	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
916	Curb Ramp	1060	1060-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
918	Curb Ramp	1060	1060-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
962	Curb Ramp	1075	1075-1	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
963	Curb Ramp	1075	1075-2	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
964	Curb Ramp	1075	1075-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
965	Curb Ramp	1075	1075-4	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
990	Curb Ramp	1084	1084-1	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
991	Curb Ramp	1084	1084-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
34	Curb Ramp	1230	1230-1	Slope, running	No	Remove and replace with accessible curb ramp.	Replace Ramp	3,940.00
35	Curb Ramp	1230	1230-1I-1	Landing, parallel dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
36	Curb Ramp	1230	1230-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
37	Curb Ramp	1230	1230-3	Slope, running	No	Remove and replace with accessible curb ramp.	Replace Ramp	3,940.00
38	Curb Ramp	1230	1230-3I-2	Slope, running	No	Remove and replace with accessible curb ramp.	Replace Ramp	3,940.00
187	Curb Ramp	1231	1231-2	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
188	Curb Ramp	1231	1231-3	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
344	Curb Ramp	1403	1403-3	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
348	Curb Ramp	1403	1403-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
349	Curb Ramp	1403	1403-4I-1	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
350	Curb Ramp	1403	1403-4I-3	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
351	Curb Ramp	1403	1403-4I-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
1,340	Curb Ramp	1405	1405-1	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
355	Curb Ramp	1406	1406-3	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
356	Curb Ramp	1406	1406-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
362	Curb Ramp	1417	1417-2	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
363	Curb Ramp	1417	1417-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
364	Curb Ramp	1417	1417-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,606	Curb Ramp	1553	1553-2	Slope, cross	No	Redesign/rebuild curb ramp to provide cross slope not > 2.08%.	Replace Ramp	3,940.00

OBJECTID	Element	Intersection_ID	Element_Description	Attribute	Compliant	Recommendation	Solution	Solution_Cost
631	Curb Ramp	1556	1556-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
637	Curb Ramp	1568	1568-3	Height, level change	No	Patch or repave walking surface to eliminate vertical changes in level not > 1/4 inch or beveled changes in level not > 1/2 inch.	Asphalt Patch	1,720.00
1,619	Curb Ramp	1568	1568-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
640	Curb Ramp	1577	1577-3	Slope, cross	No	Redesign/rebuild curb ramp to provide cross slope not > 2.08%.	Replace Ramp	3,940.00
1,633	Curb Ramp	1578	1578-2	Slope, cross	No	Redesign/rebuild curb ramp to provide cross slope not > 2.08%.	Replace Ramp	3,940.00
1,634	Curb Ramp	1578	1578-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,635	Curb Ramp	1578	1578-4	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
642	Curb Ramp	1583	1583-1	Width, opening	No	Repair/fill openings (gaps) in ground surfaces to prevent passage of a sphere more than 1/2 inch diameter.	Fill Gap	490
1,646	Curb Ramp	1589	1589-3	Slope, running	No	Remove and replace with accessible curb ramp.	Replace Ramp	3,940.00
1,647	Curb Ramp	1589	1589-4	Slope, cross	No	Redesign/rebuild curb ramp to provide cross slope not > 2.08%.	Replace Ramp	3,940.00
1,650	Curb Ramp	1592	1592-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,651	Curb Ramp	1592	1592-3	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,655	Curb Ramp	1595	1595-1	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,656	Curb Ramp	1595	1595-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,657	Curb Ramp	1595	1595-3	Slope, running	No	Remove and replace with accessible curb ramp.	Replace Ramp	3,940.00
1,658	Curb Ramp	1595	1595-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,672	Curb Ramp	1607	1607-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,673	Curb Ramp	1607	1607-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,675	Curb Ramp	1610	1610-1	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,676	Curb Ramp	1610	1610-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
3,414	Curb Ramp	1611	1611-1	Slope, cross	No	Redesign/rebuild curb ramp to provide cross slope not > 2.08%.	Replace Ramp	3,940.00
3,415	Curb Ramp	1611	1611-4	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,680	Curb Ramp	1615	1615-2	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,681	Curb Ramp	1615	1615-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
1,682	Curb Ramp	1616	1616-1	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
660	Curb Ramp	1616	1616-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
1,687	Curb Ramp	1618	1618-1	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,688	Curb Ramp	1618	1618-4	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
1,689	Curb Ramp	1619	1619-1	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
1,690	Curb Ramp	1619	1619-3	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,691	Curb Ramp	1619	1619-4	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
1,701	Curb Ramp	1625	1625-1	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
1,702	Curb Ramp	1625	1625-4	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00

OBJECTID	Element	Intersection_ID	Element_Description	Attribute	Compliant	Recommendation	Solution	Solution_Cost
2,946	Curb Ramp	2329	2329-2	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
2,947	Curb Ramp	2329	2329-3	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
3,014	Curb Ramp	2351	2351-1	Landing, perpendicular dimension	No	Rebuild curb ramp to provide level landing at top of ramp.	Replace Ramp	3,940.00
3,015	Curb Ramp	2351	2351-2	Slope, counter	No	Redesign/rebuild curb ramp and street to provide counter slope not > 5%. Consider bump-out or bridging gutter.	Replace Ramp	3,940.00
3,016	Curb Ramp	2351	2351-3	Accumulates water?	No	Gutters at the bottom of curb ramps serve as landings. Landings subject to wet conditions must be designed to prevent the accumulation of water.	Replace Ramp	3,940.00
18	Curb Ramp	1043	1043-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
19	Curb Ramp	1043	1043-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
20	Curb Ramp	1043	1043-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
21	Curb Ramp	1043	1043-4	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
917	Curb Ramp	1060	1060-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
992	Curb Ramp	1084	1084-4	Slope, landing	Not best practice	Best Practice: redesign/rebuild curb ramp and sidewalk to provide a level landing.	Replace Ramp	3,940.00
39	Curb Ramp	1230	1230-4	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
325	Curb Ramp	1396	1396-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
326	Curb Ramp	1396	1396-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
336	Curb Ramp	1403	1403-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
337	Curb Ramp	1403	1403-1I-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
338	Curb Ramp	1403	1403-1I-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
339	Curb Ramp	1403	1403-1I-4	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
340	Curb Ramp	1403	1403-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
341	Curb Ramp	1403	1403-2I-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
342	Curb Ramp	1403	1403-2I-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
343	Curb Ramp	1403	1403-2I-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
1,341	Curb Ramp	1405	1405-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
1,342	Curb Ramp	1405	1405-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
1,343	Curb Ramp	1405	1405-4	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
361	Curb Ramp	1417	1417-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
3,395	Curb Ramp	1553	1553-3	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00

OBJECTID	Element	Intersection_ID	Element_Description	Attribute	Compliant	Recommendation	Solution	Solution_Cost
3,398	Curb Ramp	1556	1556-4	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00
3,405	Curb Ramp	1578	1578-1	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00
1,640	Curb Ramp	1583	1583-2	Slope, landing	Not best practice	Best Practice: redesign/rebuild curb ramp and sidewalk to provide a level landing.	Replace Ramp	3,940.00
3,410	Curb Ramp	1592	1592-1	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00
3,411	Curb Ramp	1592	1592-4	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00
3,490	Curb Ramp	2351	2351-4	Width	Not best practice	Best Practice: pedestrian access route is 48 inches wide minimum; pending adoption of PROWAG and safe harbor interpretation.	Replace Ramp	3,940.00
3,064	Curb Ramp	2367	2367-1	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
3,065	Curb Ramp	2367	2367-2	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
3,066	Curb Ramp	2367	2367-3	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00
3,067	Curb Ramp	2367	2367-4	Detectable warnings present?	Not best practice	Best Practice: install detectable warning surface where curb ramps, blended transitions, or landings connect to a street.	Replace Ramp	3,940.00

APPENDIX H – Arapahoe County Current Open Spaces Projects List

Current Arapahoe County Open Space Project List

Project Title	Description	Timeline
Quebec Way Trailhead	New Trailhead for High Line Canal Trail. Design and Construction Documents all Meet ADA Standards	Constructed in 2016
Fairgrounds Park Phase I ADA Park Improvements	Inclusion of ADA Improvements to meet Standards for movement around new Facilities. Currently in design.	Spring 2016
Arapahoe Road Trailhead	New Trailhead for Cherry creek Trail. Design and Construction Documents all Meet ADA Standards	Constructed in 2016
Long's Pine Grove Open Space	New Open Space Park in Four Square Mile Neighborhood. Design has not been done. Design & Construction will meet ADA Requirements	2017
Dove Valley Regional Park Expansion and Restoration	Based on Approved Master plan Design. Design and Construction will meet ADA Requirements	2017-2018
Cheyenne Arapahoe Park West Side Development	2.5 acres on west side of existing park will be newly developed for Recreation, design and construction will meet ADA standards.	2017-2018
Kiowa Creek North Open Space Park Development	Master Plan, Design and Construction of new Park. Design and Construction will meet ADA Standards	2017-2019
Fairgrounds Park Phase II	Design and Construction of remaining Master Plan amenities and facilities in Park. Design and Construction will meet ADA Standards	2018-2019
Richmil Open Space Phase II	Design and Construction of Parking Lot Expansion. Design and Construction will meet ADA Standards	2017-2019
17 Mile House Farm Park Site Improvements	Construct new entry monument sign Installation of water service to house Barn stabilization and restoration	2017-2018
Kiowa Creek South Open Space Barn Construction	Design and construct new agricultural barn to support property lessee operations	2016-2017

APPENDIX I – Proposed ADA/Section 504 Complaint Procedure

The Complaint Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. The procedures can be found in pamphlets available to the public and distributed in the Administration Building at 5334 S. Prince Street, Littleton, Colorado 80120 and the Human Services building at 14980 E. Alameda, Aurora, Colorado 80012. It is also available from any of the ADA Coordinators, from the Human Resources Department, and can be found online at the Arapahoe County website at http://www.arapahoegov.com.

This procedure may be used by any person who wishes to file a complaint alleging discrimination in the provision of services, activities, programs, or benefits by Arapahoe County. The County's Human Resources Guidelines govern employment-related complaints of disability discrimination.

Informal Resolution of Complaints

Any complaint may be informally resolved by the ADA Coordinator absent the submission of a formal written complaint. A written report of all informal resolutions, inclusive of the complainant's name and contact information, and the nature and dates of the complaint and resolution, if any, shall be prepared and maintained by the ADA Coordinator.

Formal Complaints

If a complaint cannot be resolved informally to the satisfaction of the complainant, it shall be formally submitted in writing on a Citizen Complaint Form which shall include the name, address, and telephone number of the complainant, a reasonable description of the matter complained of, the date of the complaint, and the accommodation, if any, the complainant believes is appropriate.

Written complaints shall be sent to the appropriate ADA Coordinator:

- Complaints involving the **Sheriff's Office** shall be sent to *Arapahoe County Sheriff's Office ADA Coordinator, Human Resources Section, 13101 E. Broncos Parkway, Centennial, CO 80112*;
- Complaints involving the **Department of Human Services** shall be sent to *Arapahoe County Department of Human Services ADA Coordinator, 14980 E. Alameda Aurora, Colorado 80017*;
- Complaints concerning **all other departments and offices** shall be sent to *Arapahoe County ADA Coordinator, 5334 S. Prince Street, Littleton, Colorado 80120*.

Time Limitations

All written complaints must be filed within thirty (30) days after the complainant becomes aware of, or should have been aware of, the condition and/or denial of the service or access complained of.

Review and Consideration of Complaints

Written complaints shall be promptly reviewed by the ADA Coordinator who may undertake such investigation and gather such information as deemed necessary to adequately address the matter. The ADA Coordinator may be assisted in an investigation by other Arapahoe County employees (including, but not limited to Sheriff's Office and/or Human Services employees, as appropriate) or, as appropriate, an outside entity. Investigation files associated with all formal complaints will be maintained in the ADA Coordinator's office.

A complainant may be required to submit or make available medical information from his or her healthcare provider, including a fully executed "Authorization to Disclose Medical Information," in order to confirm a qualifying disability and/or to fully and fairly evaluate the need for, nature, and scope of a proposed accommodation.

Notice of Determination

The ADA Coordinator, or authorized designee, shall issue a written notice of determination to the complainant within forty-five (45) days from the date the complaint was submitted. The notice shall inform the complainant of his or her right to appeal the determination, including the manner and time period for doing so, and the name, address, and contact information of the appropriate Appellate Authority.

Appeal of Determination

If a complainant is not satisfied with a determination by the ADA Coordinator, he or she may appeal the matter by submitting a written statement within ten (10) days from the date of the determination to the appropriate Appellate Authority (see below). Appeals will be forwarded by the ADA Coordinator to the appropriate Appellate Authority. The appeal shall contain a reasonable description of the grounds upon which the appeal is based, along with any requested relief.

Appellate Authority

- Appeals of decisions by the Sheriff's Office ADA Coordinator will be considered by the Undersheriff, or his or her designee.
- Appeals of decisions by the Human Services ADA Coordinator will be considered by [undetermined], or his or her designee.
- Appeals of all decisions by the Arapahoe County ADA Coordinator will be considered by [undetermined], or his or her designee

The Appellate Authority, or his or her designee, shall review the matter and issue an opinion within thirty (30) days. The decision of the Appellate Authority or designee shall be final.

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, Title II of the Americans with Disabilities Act (ADA) requires the County, as a public entity, to maintain an ADA Transition Plan to assist the County in its efforts to bring all County services, programs, buildings, rights-of-way, and policies into compliance with the accessibility requirements set forth in the ADA and its implementing regulations; and

WHEREAS, the County, in its efforts to continue meeting its obligations under the ADA, seeks to adopt an Updated ADA Transition Plan that takes into account changes to the ADA and its implementing regulations over the past several years; and

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, October 4, 2016; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to the requirements of the ADA; and

WHEREAS, the Board received comments from the County Attorney, public comment from interested citizens or their representatives, and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County to adopt the County's Updated 2016 ADA Transition Plan.

The vote was:

Commissioner Bockenfeld, ___; Commissioner Doty, ___; Commissioner Holen, ___; Commissioner Jackson, ___; Commissioner Sharpe, ___.

The Chair declared the motion carried and so ordered.